

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1
2. AMENDMENT/MODIFICATION NO. MODIFICATION		3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (IF APPLICABLE)
6. Issued By Code		7. ADMINISTERED BY (If other than Item 6) Code		
8. Name and Address of Contractor (No., street, county, State and ZIP Code)			(x)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
				10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

	The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers		is extended	X	is not extended.
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Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF : <b>FAR 52.212-4(c)</b>
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Attached

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

**G-FSS-900-C Contact for Contract Administration (July 2003)**

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-74 Industrial Funding Fee and Sales Reporting(JUL 2003), including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change.

**(a) Domestic.**

Name:

Title:

Address:

ZIP Code:

Telephone No:

FAX No:

Email Address:

Web Site URL Address:

**(b) Overseas.**

Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

Name:

Title:

Address:

ZIP Code:

Telephone No:

FAX No:

Email Address:

**552.232-82 CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS (MAY 2003)**

(a) Payment by electronic funds transfer (EFT) is the preferred method of payment. However, under certain conditions, the ordering activity may elect to make payment by check. The offeror shall indicate below the payment address to which checks should be mailed for payment of proper invoices submitted under a resultant contract.

**PAYMENT ADDRESS:**

Address:

- (b) Offeror shall furnish by attachment to this solicitation, the remittance (payment) addresses of all authorized participating dealers receiving orders and accepting payment by check in the name of the Contractor in care of the dealer, if different from their ordering address(es) specified elsewhere in this solicitation. If a dealer's ordering and remittance address differ, both must be furnished and identified as such.
- (c) All offerors are cautioned that if the remittance (payment) address shown on an actual invoice differs from that shown in paragraph (b) of this provision or on the attachment, the remittance address(es) in paragraph (b) of this provision or attached will govern. Payment to any other address, except as provided for through EFT payment methods, will require an administrative change to the contract.

Note: All orders placed against a Federal Supply Schedule contract are to be paid by the individual ordering activity placing the order. Each order will cite the appropriate ordering activity payment address, and proper invoices should be sent to that address. Proper invoices should be sent to GSA only for orders placed by GSA. Any other ordering activity's invoices sent to GSA will only delay your payment.

**552.216-73 ORDERING INFORMATION (SEP 1999) (ALTERNATE II—SEP 1999)**

- a. In accordance with the Placement of Orders clause of this solicitation, the offeror elects to receive orders placed by GSA's Federal Supply Service (FSS) by:

<input type="checkbox"/>
<input type="checkbox"/>

Facsimile transmission or

Computer-to-computer Electronic Data Interchange (EDI).

- b. An offeror electing to receive computer-to-computer EDI is requested to indicate below the name, address, and telephone number of the representative to be contacted regarding establishment of an EDI interface.

Address:

- c. An offeror electing to receive orders by facsimile transmission is requested to indicate below the telephone number(s) for facsimile transmission equipment where orders should be forwarded.

Fax Number 1:

Fax Number 2:

- d. For mailed orders, the offeror is requested to include the postal mailing address(es) where paper form orders should be mailed.

Address:

- e. Offerors marketing through dealers are requested to indicate below whether those dealers will be participating in the proposed contract.

Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

If "Yes" is checked, ordering information to be inserted above shall reflect that in addition to offeror's name, address, and facsimile transmission telephone number, orders can be addressed to the offeror's name, c/o nearest local dealer. In this event, two copies of a list of participating dealers shall accompany this offer, and shall also be included in Contractor's Federal Supply Schedule pricelist.

**I-FSS-103                      SCOPE OF CONTRACT--WORLDWIDE (JUL 2002)**

- (a) This solicitation is issued to establish contracts which may be used as sources of supplies or services described herein for domestic and/or overseas delivery.

- (b) Definitions-

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

- (c) Offerors are requested to check one of the following boxes:

<input type="checkbox"/>	Contractor will provide domestic and overseas delivery.
<input type="checkbox"/>	Contractor will provide overseas delivery only.
<input type="checkbox"/>	Contractor will provide domestic delivery only.

- (d) Resultant contracts may be used on a non-mandatory basis by the following activities: Executive agencies; other Federal agencies, mixed-ownership Government corporations, and the District of Columbia; Government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1; and other activities and organizations authorized by statute or regulation to use GSA as a source of supply. U.S. territories are domestic delivery points for purposes of this contract. (Questions regarding activities authorized to use this schedule should be directed to the Contracting Officer.)

- (e)(1) The Contractor is obligated to accept orders received from activities within the Executive Branch of the Federal Government.

- (e)(2) The Contractor is not obligated to accept orders received from activities outside the Executive Branch of the Federal Government; however, the Contractor is encouraged to accept orders from such Federal activities. If the Contractor elects to accept such an order, all provisions of the contract shall apply, including clause 552.232-77, Payment by Governmentwide Commercial Purchase Card (Alternate I). If the Contractor is unwilling to accept such an order, and the proposed method of payment is not through the Purchase Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such an order, and the proposed method of payment is through the Purchase Card, the Contractor must so advise the ordering agency within 24 hours of receipt of order. (Reference clause 552.232-77, Payment by Governmentwide Commercial Purchase Card (Alternate I)). Failure to return an order or advise the ordering agency within the time frames above shall constitute acceptance whereupon all provisions of the contract shall apply.

- (f) The Government is obligated to purchase under each resultant contract a guaranteed minimum as specified in the clause I-FSS-106, Guaranteed Minimum, contained elsewhere in this contract.

**52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

<b>PLACE OF PERFORMANCE (Street Address, City, State, County, Zip Code)</b>	<b>NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT</b>
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_____	_____
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**K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)**

The offeror shall, in spaces provided below, fill in the names of all the persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail address of the authorized negotiators.)

Name	Title	Phone	email Address
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ENVIRONMENTAL SERVICES MODIFICATION
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- A. **The purpose of this modification is to update contract clauses to the latest version of the Environmental Services Schedule Solicitation, TFTP-EW-990899-B (Refresh #6). Periodic changes are necessary to update pertinent clauses that keep the Solicitation current for all Schedule 899 Contractors. Clauses on Pages 1 through 84 of this modification are hereby incorporated into referenced contract. These clauses replace all previous versions of said clauses.**
- B. **CHANGES CITED UNDER THIS PARAGRAPH, IN ADDITION TO THOSE CITED BELOW APPLY TO CONTRACTS AWARDED UNDER SOLICITATION TFTP-98-SW-8999B posted 10/29/98 and TFTP-EW-899-1 posted 9/22/99, RESPECTIVELY.** The following clauses are considered **SIGNIFICANT CHANGES** to the contract. Instructions are provided for the contractor to complete this on-line modification, if necessary.
1. I-FSS-95: Re-Representation of Size Status for Option periods (Jun 2003)
  2. I-FSS-163: Option to Extend The Term of The Contract (Evergreen) (Apr 2000)
    - (i) **Instructions:** If the Evergreen clause is new to referenced contract, Contractor is required to submit pricing or basis for price escalation (see paragraph "c" below for additional instructions) for Option Periods 3 and 4 (contract years 11 through 20) to the Procuring Contracting Officer (PCO) upon acceptance of this modification. Out-year pricing is subject to negotiations and will result in a separate modification.
  3. 552.216-72: Placement of Orders (Sep 1999)(Alt II – Sep 1999)
  4. I-FSS-125: Requirements Exceeding the Maximum Order (Sep 1999)
  5. I-FSS-646: Blanket Purchase Agreements(May 2000)
  6. 552.232-77: Payment by Governmentwide Commercial Purchase Card (Mar 2000)  
(Alt I – Mar 2000)
  7. 552.232-74: Invoice Payments (Sep 1999)
  8. C-10FT-500: Delivery Schedule (Commercial Professional Services)
- C. **APPLICABLE TO ALL CONTRACTS:** Contractor must select applicable Economic Price Adjustment (EPA) clause, as determined during initial contract negotiations and award. **NOTE:** If either EPA clause cited below ("c.1" or "c.2") is new to referenced contract, Contractor must select the applicable clause based on instructions below. Clause I-FSS-969 will impact those offers submitted (based on "Other than Commercial price List") prior to January 2003, under Solicitation TFTP-EW-990899-4.
1. 552.216-70: Economic Price Adjustment –FSS Multiple Award Schedule Contracts  
(Sep 1999) (Alternate I –Sep 1999).
  2. I-FSS-969: Economic Price Adjustment –FSS Multiple Award Schedule (Jan 2002)
    - (i) **Instructions:**
      - (a) Select "c.1" if contract prices are based on a "Commercial Price List".
      - (b) Select "c.2" if contract prices are based on "Other than a Commercial Price List". NOTE: If "c.2" is applicable, Contractor must have the basis for out- year pricing included in the contract. Out-year pricing is based on an "agreed upon" price index (GSA preferred method); a negotiated percentage rate supported by rationale; or negotiated fixed rates.
    - (ii) Contractor is required to submit pricing or basis for price escalation for Contract out-years to the PCO upon acceptance of this modification. EPA basis is subject to negotiations and will result in a separate modification.

ENVIRONMENTAL SERVICES MODIFICATION
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**D. CHANGES CITED UNDER THIS PARAGRAPH, IN ADDITION TO THOSE CITED BELOW ARE APPLICABLE TO CONTRACTS AWARDED UNDER ALL VERSIONS PRIOR TO TFTP-EW-99-899-3 and/or TFTP-EW-9908999-4.**

**1. REVISED CLAUSES:**

Addendum to 52.212-4	Indemnification and Liability
52.252-2	Clauses Incorporated by Reference (Feb 1998)
52.216-19	Order Limitations (Oct 1995)(Variation I – Aug 1999)
52.228-5	Insurance – Work on a Government Installation (Jan 1997)
552.215-72	Price Adjustment – Failure to Provide Accurate Information (Aug 1997)
I-FSS-639	Contract Sales Criteria(Mar 2002)
552.243-72	Modifications(Multiple Award Schedule)(Jul 2000)
552.232-23	Assignment of Claims(Sep 1999)
52.215-20	Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data (Oct 1997)(Alt IV-Oct1997)(Variation I – Sep 1999)
52.215-21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data – Modification (Oct 1997)(Alt IV – Oct 1997)(Variation I – Aug 1997)
I-FSS-597	GSA Advantage! (Sep 2000)
I-FSS-40	Contractor Teaming Arrangements (Jul 2003)

**E. CHANGES CITED UNDER THIS PARAGRAPH, IN ADDITION TO THOSE CITED BELOW ARE APPLICABLE TO CONTRACTS AWARDED UNDER ALL VERSIONS PRIOR TO TFTP-EW-99-899-B (REVISION #5).**

**1. Required Insurance Applicable to SIN 899-5, Reclamation, Recycling and Disposal and SIN 899-8, Remediation.**

**2. REVISED CLAUSES:**

52.212-4	Contract Terms and Conditions – Commercial Items (Oct 2003)
I-FSS-106	Guaranteed Minimum (Jul 2003)
552.238-74	Industrial Funding fee and Sales Reporting (Jul 2003)
552.215-71	Examination of Records by GSA (Multiple Award Schedule)(Jul 2003)

**3. NEW CLAUSES:**

52.204-7	Central Contractor Registration (Oct 2003)
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**F. CHANGES CITED UNDER THIS PARAGRAPH ARE APPLICABLE TO CONTRACTS AWARDED UNDER ALL PREVIOUS VERSIONS OF SOLICITATION TFTP-EW-990899-B (REFRESH #6).**

**1. Revision to Scope of Work to prohibit the following services:**

Construction  
Architect-Engineering and/or design  
Handling/Disposal and/or Transportation of nuclear or radioactive waste  
Personal Services as defined in FAR 37.101 and 37.104  
“Share-In-Saving-Contracting” type of contracts.

**2. Additional Terms and Conditions for SIN 899-4, Waste Management Services and SIN 899-7, Geographic Information Services.**

**3. NEW CLAUSES:**

552.232-82	Contractor’s Remittance (Payment) Address (MAY 2003)
552.232-83	Contractor’s Billing Responsibilities (MAY 2003)
52.247-32	F.O.B. Origin, Freight Prepaid (June 1988)
I-FSS-95	Re-Representation of Size Status for Option Periods (JUN 2003)
M-FSS-10FT-502	Environmental Services Schedule Evaluation Factors
Clause for:	Special Instructions for Pricing all Services on an Hourly Basis at the Task Order Level

## ENVIRONMENTAL SERVICES MODIFICATION

Clause for: Special Instructions for Paying IFF on Payments/Offsets to the Government

4. **REVISED CLAUSES:**

52.202-1	Definitions (JUL 2004)
52.212-3	Offeror Representations and Certifications – Commercial Items (MAY 2004)
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (OCT 2004)
52.222-42	Statement of Equivalent Rates for Federal Hires (MAY 1989)(Revised pay tables on this clause).
52.222-43	Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, <i>et seq.</i> )(Index of Register of Wage Determination updated)*
<p>*(i) Contractor shall review revised INDEX OF REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT (SCA), ATTACHED HERETO AND MADE A PART OF THIS MODIFICATION. Contractor is required to notify the PCO of any increases/decreases claimed under 52.222-43 within 30 days after acceptance of this modification. SCA basis is subject to negotiations and will result in a separate modification.</p>	
552.238-71	Submission of Authorized FSS Schedule Pricelists (SEP 1999) (Deviation JUL 2004)
552.211-15	Defense Priorities and Allocations System Requirements (SEP 2004)
I-FSS-600	Contract Price Lists (JUL 2004)
552-238-75	Price Reductions (Sep 1999)
552.212-71	Contract Terms and Conditions Applicable to GSA Acquisition of Commercial Items (JUL 2003)

5. **DELETED CLAUSES:**

G-FSS-920	Ordering Procedures for Services (Requiring a Statement of Work)(MAR 2003)
G-FSS-914-A	Contractor's Remittance (Payment) Address (MAY 2000)
G-FSS-913	Contractor's Billing Responsibilities (MAY 2000)
52.247-31	F.O.B. Origin, Freight Allowed (June 1988)
I-FSS-91	Section 8(a) Award (Multiple Award Schedule) (October 2000)

**G. APPLICABLE TO ALL CONTRACTS:** The following clauses **require** the Contractor to **FILL-IN** information:

G-FSS-900-C	CONTACT FOR CONTRACT ADMINISTRATION (JUL 2003)
552.232-82	CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS (MAY 2003)
552.216-73	ORDERING INFORMATION (ALT II) (SEP 1999)
I-FSS-103	SCOPE OF CONTRACT—WORLDWIDE (JUL 2002)
52.215-6	PLACE OF PERFORMANCE (OCT 1997)
K-FSS-1	AUTHORIZED NEGOTIATORS (MAR 1998)

**H. Contractor to note that SIN 899-4 title has changed to "Waste Management Services" and SIN 899-7 changed to "Geographic Information Services", therefore this modification reflects additional terms and conditions that require acceptance by firms performing under either or both SINS. Contractor is required to notify the PCO of any changes that may impact pricing and/or labor categories within 30 days after acceptance of this modification.**



ENVIRONMENTAL SERVICES MODIFICATION
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**I. This Modification does not affect negotiated prices or discounts.**

**J. EXCEPTIONS:** Contractors who take exception to the mass modification must contact the PCO within 10 days after receipt. Due to the variety of clause changes (depending upon the award date of contract) some exceptions may be granted. Exceptions will be negotiated on a case-by-case basis. **IF EXCEPTIONS ARE NEGOTIATED, THIS CONTRACT WILL NOT BE AVAILABLE ON LINE FOR USE BY FEDERAL AGENCIES WHICH MAY PRECLUDE THE CONTRACTOR FROM OPPORTUNITIES FOR CONSIDERATION ON TASK ORDERS.**

ENVIRONMENTAL SERVICES MODIFICATION
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**G-FSS-900-C      CONTACT FOR CONTRACT ADMINISTRATION (JUL 2003)**

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning 552.238-74, Industrial Funding Fee and Sales Reporting (JUL 2003), including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change

(a) Domestic:

NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
ZIP CODE \_\_\_\_\_  
TELEPHONE NO. (\_\_\_\_\_) \_\_\_\_\_ FAX NO. \_\_\_\_\_  
E-MAIL ADDRESS \_\_\_\_\_

- (b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in I-FSS-594, Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
ZIP CODE \_\_\_\_\_  
TELEPHONE NO. (\_\_\_\_\_) \_\_\_\_\_ FAX NO. \_\_\_\_\_  
E-MAIL ADDRESS \_\_\_\_\_

**552.232-82 CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS (MAY 2003)**

- (a) Payment by electronic funds transfer (EFT) is the preferred method of payment. However, under certain conditions, the ordering activity may elect to make payment by check. The offeror shall indicate below the payment address to which checks should be mailed for payment of proper invoices submitted under a resultant contract.

PAYMENT ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (b) Offeror shall furnish by attachment to this solicitation, the remittance (payment) addresses of all authorized participating dealers receiving orders and accepting payment by check in the name of the Contractor in care of the dealer, if different from their ordering address(es) specified elsewhere in this solicitation. If a dealer's ordering and remittance address differ, both must be furnished and identified as such.

## ENVIRONMENTAL SERVICES MODIFICATION

- (c) All offerors are cautioned that if the remittance (payment) address shown on an actual invoice differs from that shown in paragraph (b) of this provision or on the attachment, the remittance address(es) in paragraph (b) of this provision or attached will govern. Payment to any other address, except as provided for through EFT payment methods, will require an administrative change to the contract.

Note: All orders placed against a Federal Supply Schedule contract are to be paid by the individual ordering activity placing the order. Each order will cite the appropriate ordering activity payment address, and proper invoices should be sent to that address. Proper invoices should be sent to GSA only for orders placed by GSA. Any other ordering activity's invoices sent to GSA will only delay your payment.

### 552.216-73 ORDERING INFORMATION (ALT II) (SEP 1999)

- (a) In accordance with the Placement of Orders clause of this solicitation, the offeror elects to receive orders placed by GSA's Federal Supply Service (FSS) by either ☐ facsimile transmission or ☐ computer-to-computer Electronic Data Interchange (EDI).
- (b) An offeror electing to receive computer-to-computer EDI is requested to indicate below the name, address, and telephone number of the representative to be contacted regarding establishment of an EDI interface.

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- (c) An offeror electing to receive orders by facsimile transmission is requested to indicate below the telephone number(s) for facsimile transmission equipment where orders should be forwarded.

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- (d) For mailed orders, the offeror is requested to include the postal mailing address(es) where paper form orders should be mailed.

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- (e) Offerors marketing through dealers are requested to indicate below whether those dealers will be participating in the proposed contract.

YES ☐ NO ☐

If "yes" is checked, ordering information to be inserted above shall reflect that in addition to offeror's name, address, and facsimile transmission telephone number, orders can be addressed to the offeror's name, c/o nearest local dealer. In this event, two copies of a list of participating dealers shall accompany this offer, and shall also be included in Contractor's Federal Supply Schedule pricelist.

### I-FSS-103 SCOPE OF CONTRACT—WORLDWIDE (JUL 2002)

- (a) This solicitation is issued to establish contracts which may be used as sources of supplies or services described herein for domestic and/or overseas delivery.

- (b) Definitions—

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

## ENVIRONMENTAL SERVICES MODIFICATION

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

(c) Offerors are requested to check one of the following boxes:

- ☐ Contractor will provide domestic and overseas delivery.  
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)
- ☐ Contractor will provide overseas delivery only.  
(Refer to clause I-FSS-108, Clauses for Overseas Coverage.)
- ☐ Contractor will provide domestic delivery only.

(d) Resultant contracts may be used on a non-mandatory basis by the following activities: Executive agencies; other Federal agencies, mixed-ownership Government corporations, and the District of Columbia; Government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1; and other activities and organizations authorized by statute or regulation to use GSA as a source of supply. U.S. territories are domestic delivery points for purposes of this contract. (Questions regarding activities authorized to use this schedule should be directed to the Contracting Officer.)

(e) (1) The Contractor is obligated to accept orders received from activities within the Executive Branch of the Federal Government.

(1) The Contractor is not obligated to accept orders received from activities outside the Executive Branch of the Federal Government; however, the Contractor is encouraged to accept orders from such Federal activities. If the Contractor elects to accept such an order, all provisions of the contract shall apply, including clause 552.232-77, Payment by Governmentwide Commercial Purchase Card (Alternate I). If the Contractor is unwilling to accept such an order, and the proposed method of payment is not through the Purchase Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such an order, and the proposed method of payment is through the Purchase Card, the Contractor must so advise the ordering agency within 24 hours of receipt of order. (Reference clause 552.232-77, Payment by Governmentwide Commercial Purchase Card (Alternate I)). Failure to return an order or advise the ordering agency within the time frames above shall constitute acceptance whereupon all provisions of the contract shall apply.

(f) The Government is obligated to purchase under each resultant contract a guaranteed minimum as specified in the clause I-FSS-106, Guaranteed Minimum, contained elsewhere in this contract.

### 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The Offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the Offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**PLACE OF PERFORMANCE (Street  
Address, City, State, County,  
Zip Code)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NAME AND ADDRESS OF OWNER AND  
OPERATOR OF THE PLANT OR  
FACILITY IF OTHER THAN  
OFFEROR OR RESPONDENT**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ENVIRONMENTAL SERVICES MODIFICATION
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**K-FSS-1    AUTHORIZED NEGOTIATORS (MAR 1998)**

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail address of the authorized negotiators.)

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## ENVIRONMENTAL SERVICES MODIFICATION

### **SCOPE OF WORK**

The GSA is soliciting Environmental Planning, Compliance, Training, Waste Management, Hazardous Material Management, Reclamation, Recycling and Disposal, Remote Advisory, Geographic Information, Remediation and New Services to enable government agencies to meet their environmental needs. **These services are distinct from, and do not presently include, construction, architect - engineering and/or design or any handling/disposal and/or transportation of nuclear or radioactive waste.**

Offerors shall propose services to support agencies in meeting these requirements. Contractors shall provide expert advice, assistance, guidance or counseling in support of agencies' environmental needs. This may include studies, analysis and documentation of results. Training courses may include, but are not limited to, conventional methods and computer-based interactive courses, customized or standardized, on or off site.

**Note: Personal Services Contracts as defined in FAR part 37.101 and FAR part 37.104 are strictly prohibited. Agencies are prohibited from utilizing service contracts to augment government staff. A contractor is equally prohibited from knowingly offering to supplement government staff by engaging in a personal services contracts/task order.**

**Note: This Solicitation does not allow for a "Share-In-Savings-Contracting" type of contract. All other terms and conditions related to SCOPE OF WORK as cited in original contract remain the same.**

### **SPECIAL INSTRUCTIONS FOR PRICING ALL SERVICES ON AN HOURLY BASIS AT THE TASK ORDER LEVEL**

- (a) Total price for Environmental Services will be established at the time the Task/Delivery Order is placed by the ordering agency and will be based on the prices awarded in the resultant contract. The estimated number of hours negotiated with the ordering agency and the labor category(ies) provided will be shown on the resultant Task/Delivery Order. If the agency Contracting Officer has made a Determination and Finding (D&F) that it is necessary and in the best interest of the Government to purchase from these SIN(s) on a Labor Hour or Time and Material basis, the resultant Task/Delivery order shall specify the Not to Exceed price, showing the Labor Category(ies) proposed (with the hourly and daily rates for each) the material proposed with unit price for each, and any Other Direct Costs (ODCs). All prices/rates proposed must be derived from the awarded GSA schedule contract prices/rates awarded. Any items/ODC's proposed that are not derived from the GSA contract prices awarded must be identified as "Open Market Items" which can only be awarded at the task order level in accordance with FAR Subpart 8.402(f).
- (b) Purchase of Open Market Items – NOTE: Open Market Items are also known as incidental items, non-contract items, non-schedule items, and items not on a Federal Supply Schedule contract.

IAW FAR subpart 8.402(f), for administrative convenience, an ordering office contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS)-referred to as open market items-to a Federal Supply Schedule Blanket Purchase Agreement (BPA) or an individual order, only if:

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Part 13, 14, and 15) and small business programs (Part 19));
- (2) The ordering office contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

### **SPECIAL INSTRUCTIONS FOR PAYING IFF ON PAYMENTS/OFFSETS TO THE GOVERNMENT**

- (a) Paying or offsetting charges to Government Agencies for Recoverable Materials:

## ENVIRONMENTAL SERVICES MODIFICATION

- (1) Contractor will be responsible for the Industrial Funding Fee payment (reference clause 552.238-74) on total value of the payment/offset for charges to a government agency for recoverable items. (i.e. a contractor recycling operation recovers precious metals and either pays the government or offsets Task Order charges to the government by the value of the recovered material). As all sales off the Environmental Services Schedule include the Industrial Funding Fee, so shall all payments/offsets to the government be inclusive of the Industrial Funding Fee. The total value of the "Sale", in terms of reporting sales to GSA IAW 552.238-74 shall include the amount of offsets or payments resulting from Task Orders issued against the Environmental Services Schedule.
- (b) Examples:
  - (1) Example 1 (offset for charges) A task order for recycling computers is issued for \$5,000 with a provision for contractor to offset charges by value of recovered precious metals from recycling those computers. \$100 dollars worth of precious metals were recovered. The government pays contractor \$4,900 for the task. In this example, the contractor would pay the Industrial Funding Fee on \$5,000 even though the sale appears to be only \$4,900.
  - (2) Example 2 (payment to the government): A task order is issued for contractor to retrieve scrap metals worth \$5,000 in the recycling market. Contractor pays government agency \$5,000 for scrap metal retrieved. In this example, the contractor would pay the Industrial Funding Fee on \$5,000 even though there would appear to be no sale since the contractor paid the government.

### **ADDITIONAL TERMS AND CONDITIONS FOR SIN(s) 899-4 AND 899-7:**

**NOTE 1:** Any software provided under SIN 899-4 Waste Management Services or SIN 899-7 Geographic Information Services, must be incidental to and in support of the service provided. Software cannot be proposed as a stand-alone software product/package/system with services in support of and/or to maintain the software product/package/system. Software products/packages/systems proposed as stand alone solutions belong under schedule 70 GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES, not the Environmental Services Schedule even if the application of the software product/package/system is for Environmental purposes.

**NOTE 2:** For any software proposed that is incidental to and in support of the Environmental service proposed, the following terms apply to the software:

1. In accordance with FAR 12.212 Computer software:
  - a. Commercial computer software or commercial computer software documentation shall be acquired under licenses customarily provided to the public to the extent such licenses are consistent with Federal law and otherwise satisfy the Government's needs. Generally, offerors and contractors shall not be required to- (1) Furnish technical information related to commercial computer software or commercial computer software documentation that is not customarily provided to the public; or (2) Relinquish to, or otherwise provide, the Government rights to use, modify, reproduce, release, perform, display, or disclose commercial computer software or commercial computer software documentation except as mutually agreed to by the parties.
  - b. With regard to commercial computer software and commercial computer software documentation, the Government shall have only those rights specified in the license contained in any addendum to the ***task order***.
2. In accordance with FAR 12.211 Technical Data:
  - a. Except as provided by agency-specific statutes (***at the task order level***), the Government shall acquire only the technical data and the rights in that data customarily provided to the public with a commercial item or process. The contracting officer shall presume that data delivered under a contract for commercial items was developed exclusively at private expense. When a contract for commercial items requires the delivery of technical data, the contracting officer (***at the task order level***) shall include appropriate provisions and clauses in the ***task order*** delineating

## ENVIRONMENTAL SERVICES MODIFICATION

the rights in the technical data (see FAR Part 27 or agency FAR supplements).

### 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2003)

- (a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract. – **TAILORED – SEE CLAUSE 552.232-23, ASSIGNMENT OF CLAIMS.**
- (c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) *Invoice.*
  - (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—
    - (i) Name and address of the Contractor;
    - (ii) Invoice date and number;
    - (iii) Contract number, contract line item number and, if applicable, the order number;
    - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
    - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
    - (vi) Terms of any discount for prompt payment offered;
    - (vii) Name and address of official to whom payment is to be sent;



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- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

Electronic funds transfer (EFT) banking information.

The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

EFT banking information is not required if the Government waived the requirement to pay by EFT.

- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) *Payment.*
  - Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
  - Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
  - Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
  - Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
  - Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.
- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
  - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
  - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work.

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Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

- (m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.
- (t) *Central Contractor Registration (CCR).*
  - (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
  - (2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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- (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

## ADDENDUM TO 52.212-4

### INDEMNIFICATION AND LIABILITY

For Remediation Services performed under SIN 899-8 and Reclamation, Recycling and Disposal Services under SIN 899-5, it is understood that the General Services Administration (GSA) does not become an owner, operator, generator, arranger, or transporter of hazardous substances or wastes by executing a schedule contract or by the award of a task order by an ordering agency against a schedule contract for remediation or reclamation, recycling and disposal services. As a result, GSA shall not incur any liability under any environmental laws for contamination to the extent resulting from the negligent acts or omissions of a schedule contractor performing the services. In addition, the contractor shall be liable for, and shall indemnify and hold harmless the GSA against, all actions or claims for loss of or damage to property or the injury or death of persons to the extent resulting from the fault, negligence, or wrongful act or omission of the Contractor, its agents, or employees. EXCEPTION: The aforementioned does not apply when GSA is the ordering agency and is procuring the remediation or reclamation, recycling and disposal services for property it owns and/or has legal jurisdiction.

**552.212-71**

### CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUL 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference (those noted are incorporated in full elsewhere in this solicitation)

(a) Provisions.

\* \_\_\_\_\_ \*      552.237-70 Qualifications of Offerors

(b) Clauses.

\*   X   \*      552.203-71 Restriction on Advertising

\* \_\_\_\_\_ \*      552.211-73 Marking

\* \_\_\_\_\_ \*      552.215-70 Examination of Records by GSA

\*   X   \*      552.215-71 Examination of Records by GSA (Multiple Award Schedule)

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* <u>  X  </u> *	552.215-72 Price Adjustment —Failure to Provide Accurate Information
* <u>      </u> *	5552.203-71 Restriction on Advertising
* <u>      </u> *	552.211-73 Marking
* <u>      </u> *	552.215-70 Examination of Records by GSA
* <u>  X  </u> *	552.215-71 Examination of Records by GSA (Multiple Award Schedule)
* <u>  X  </u> *	552.215-72 Price Adjustment —Failure to Provide Accurate Information
* <u>      </u> *	552.219-70 Allocation of Orders—Partially Set-Aside Items
* <u>  X  </u> *	552.228-70 Workers' Compensation Laws
* <u>  X  </u> *	552.229-70 Federal, State, and Local Taxes
* <u>  X  </u> *	552.232-8 Discounts for Prompt Payment
* <u>  X  </u> *	552.232-23 Assignment of Claims
* <u>  X  </u> *	552.232-71 Adjusting Payments
* <u>  X  </u> *	552.232-72 Final Payment
* <u>  X  </u> *	552.232-73 Availability of Funds
* <u>  X  </u> *	552.237-71 Qualifications of Employees
* <u>  X  </u> *	552.238-71 Submission and Distribution of Authorized FSS Schedule Price List <b>(In Full Text)</b>
* <u>  X  </u> *	552.232-78 Payment Information
* <u>  X  </u> *	552.238-74 Industrial Funding Fee and Sales Reporting <b>(In Full Text)</b>
* <u>  X  </u> *	552.238-75 Price Reductions <b>(In Full Text)</b>
* <u>  X  </u> *	552.242-70 Status Report of Orders and Shipments
* <u>  X  </u> *	552.243-72 Modifications (Multiple Award Schedule) <b>(In Full Text)</b>
* <u>  X  </u> *	552.246-73 Warranty—Multiple Award Schedule
* <u>  X  </u> *	552.246-76 Warranty of Pesticides

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is <http://www.arnet.gov/far/>.

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52.203-3	GRATUITIES (APR 1984)
52.204-2	SECURITY REGULATIONS (AUG 1996)
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.208-9 2002)	CONTRACTOR USE OF MANDATORY SOURCE OF SUPPLY FOR SERVICES (FEB
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JULY 1995)
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE SERVICE (FEB 1999)
52.222-29	NOTIFICATION OF VISA DENIAL (JUNE 2003)
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993) <b>[This clause is applicable to professional services only]</b>
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984) <b>[This clause is applicable when the design, development or operation of a system of records on individuals is required to accomplish an agency function]</b>
52.224-2	PRIVACY ACT (APR 1984) <b>[This clause is applicable when the design, development or operation of a system of records on individuals is required to accomplish an agency function]</b>
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACTS (FEB 2000)
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUNE 2000)
52.227-19	COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS (JUNE 1987)
52.229-1	STATE AND LOCAL TAXES (APR 1984)
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 2002) ALTERNATE II (FEB 2002) <b>[This clause applies to time and materials or labor-hour task orders issued under the contract]</b>
52.232-17	INTEREST (JUN 1996)
52.232-37	MULTIPLE PAYMENT ARRANGMENTS (MAY 1999)
52.237-1	SITE VISIT (APR 1984) <b>[This clause is applicable when services are performed on Government installations]</b>
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984) <b>[This clause is applicable when services are performed on Government installations]</b>
52.237-3	CONTINUITY OF SERVICES (JAN 1991) <b>[This clause is applicable to services]</b>

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52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997) [This clause is applicable to professional services only]
52.242-13	BANKRUPTCY (JUL 1995)
52.242-15	STOP WORK ORDER (AUG 1989)
52.246-4	INSPECTION OF SERVICES—FIXED PRICE (AUG 1996) [This clause is applicable to services only]
52.246-6	INSPECTION –TIME AND MATERIAL AND LABOR HOUR (MAY 2001) [This clause is applicable to time-and-material and labor-hour task orders]

**I-FSS-106                      GUARANTEED MINIMUM (JUL 2003)**

The minimum that the Government agrees to order during the period of this contract is \$2,500. If the Contractor receives total orders for less than \$2,500 during the term of the contract, the Government will pay the difference between the amount ordered and \$2,500.

- (a) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of GSA Form 72A reports (see GSAR 552.238-74 "Industrial Funding Fee and Sales Reporting") during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-74.
- (b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

**552.216-72                      PLACEMENT OF ORDERS (SEP 1999) (ALTERNATE II—SEP 1999)**

- (a) The organizations listed below may place orders under this contract. Questions regarding organizations authorized to use this schedule should be directed to the Contracting Officer.
  - (1) Executive agencies.
  - (2) Other Federal Agencies.
  - (3) Mixed-ownership Government corporations.
  - (4) The District of Columbia.
  - (5) Government Contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1.
  - (6) Other activities and organizations authorized by statute or regulation to use GSA as a source of supply.
- (b) Orders may be placed through Electronic Data Interchange (EDI) or mailed in paper form. EDI orders shall be placed using the American National Standards Institute (ANSI) X12 Standard for Electronic Data Interchange (EDI) format.
- (c) If the Contractor agrees, GSA's Federal Supply Service (FSS) will place all orders by EDI using computer-to-computer EDI. If computer-to-computer EDI is not possible, FSS will use an alternative EDI method allowing the Contractor to receive orders by facsimile transmission. Subject to the Contractor's agreement, other agencies may place orders by EDI.
- (d) When computer-to-computer EDI procedures will be used to place orders, the Contractor shall enter into one or more Trading Partner Agreements (TPA) with each Federal agency placing orders electronically in order to ensure mutual understanding by the parties of certain electronic transaction conventions and to recognize the rights and responsibilities of the parties as they apply to this method of placing orders. The TPA must identify, among other things, the third party provider(s) through which electronic orders are placed, the transaction sets

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used, security procedures, and guidelines for implementation. Federal agencies may obtain a sample format to customize as needed from the office specified in (g) below.

- (e) The Contractor shall be responsible for providing its own hardware and software necessary to transmit and receive data electronically. Additionally, each party to the TPA shall be responsible for the costs associated with its use of third party provider services.
- (f) Nothing in the TPA will invalidate any part of this contract between the Contractor and the General Services Administration. All terms and conditions of this contract that otherwise would be applicable to a mailed order shall apply to the electronic order.
- (g) The basic content and format of the TPA will be provided by:

General Services Administration  
Acquisition Operations and Electronic Commerce Center (FCS)  
Washington, DC 20406

Telephone: (703) 305-7741  
FAX: (703) 305-7720

### **G-FSS-907 ORDER ACKNOWLEDGEMENT (APR 1984)**

Contractors shall acknowledge only those orders which state "Order Acknowledgement Required." These orders shall be acknowledged within 10 days after receipt. Such acknowledgement shall be sent to the activity placing the order and contain information pertinent to the order, including the anticipated delivery date.

### **52.216-18 ORDERING (OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the Date of Award through Contract Expiration.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### **52.216-19 ORDER LIMITATIONS (OCT 1995) (VARIATION I—AUG 1999)**

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract. However, offerors may, if willing to accept smaller orders, specify a smaller amount in their offers. If a smaller amount is offered, it is mutually agreed that the Contractor will accept such orders and specify the smaller minimum order limitation in the applicable catalog/price list. If the offeror fails to specify a smaller amount, the Government may place orders for a smaller amount. Such orders shall be deemed to be accepted by the Contractor, unless returned to the ordering office within 5 workdays after receipt by the Contractor.
- (b) Maximum order. The Contractor is not obligated to honor any order for a combination of items in excess of:

ITEM NUMBER/SIN

MAXIMUM ORDER

All Items

\$5,000,000

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- (c) Notwithstanding paragraph (b) above, the Contractor shall honor any order exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 workdays after receipt, with written notice stating the Contractor's intent not to ship the item (or items) or perform the service (or services) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
- (d) Notwithstanding paragraph (b) and (c) above, the Contractor shall honor any purchase card orders exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 24 hours after receipt, with written notice stating the Contractor's intent not to ship the item (or items) or perform the service (or services) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### **I-FSS-125**

### **REQUIREMENTS EXCEEDING THE MAXIMUM ORDER (SEP 1999)**

- (a) In accordance with FAR 8.404, before placing an order that exceeds the maximum order threshold, ordering offices shall—
  - (1) Review additional schedule contractors' catalogs/price lists or use the "GSA Advantage!" on-line shopping service;
  - (2) Based upon the initial evaluation, generally seek price reductions from the schedule contractor(s) appearing to provide the best value (considering price and other factors); and
  - (3) After price reductions have been sought, place the order with the schedule contractor that provides the best value and results in the lowest overall cost alternative (see FAR 8.404(a)). If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.
- (b) Vendors may:
  - (1) offer a new lower price for this requirement (the Price Reduction clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations.)
  - (2) offer the lowest price available under the contract; or
  - (3) decline the order (orders must be returned in accordance with FAR 52.216-19).
- (c) A delivery order that exceeds the maximum order may be placed with the Contractor selected in accordance with FAR 8.404. The order will be placed under the contract..
- (d) Sales for orders that exceed the Maximum Order shall be reported in accordance with GSAR 552.238-74.

### **REQUIRED INSURANCE (APPLICABLE TO SIN 899-5, RECLAMATION, RECYCLING AND DISPOSAL AND SIN 899-9, REMEDIATION)**

Reference the FAR clause 52.228-5 entitled "Insurance..." the Contractor shall, at its own expense, procure and thereafter maintain at a minimum the following kinds of insurance with respect to performance of remediation services and/or reclamation, recycling and disposal services under this contract.

- a. Workers Compensation and Employers Liability Insurance as required by law except that if this contract is to be performed in a State which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such State will be satisfactory. The required Workers Compensation insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of \$100,000.
- b. General Liability Insurance. Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence shall be required on the comprehensive form of policy.



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- c. Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage shall be required.
- d. Pollution Liability Insurance. Minimum liability limit of \$500,000 per occurrence. Higher minimum may be requested by the ordering agency at the task order level and reimbursed as an Other Direct Cost. \*\*  
***\*\*NOTE:** Contractor is required, at its own expense, to comply with State and Local government minimum Pollution Liability Insurance requirements for the type of work being performed. Contractors who do not currently carry the minimum required Pollution Liability Insurance noted in paragraph (d) above shall be required to purchase such insurance if needed to be in compliance prior to performance at the task order level. A higher minimum than required by this solicitation, or State and Local government requirements may be requested by the ordering agency and reimbursed as Other Direct Costs.*
- e. The certificate of insurance for other than workers compensation shall reflect the following: 1.) The policies shall exclude any claim by the insurer for subrogation against the Government by reason of any payment under the policies, and 2.) the GSA shall be named additional insured

### 52.228-5 INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
  - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
  - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

### 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

- (a) Definitions. As used in this clause—

*Central Contractor Registration (CCR) database* means the primary Government repository for Contractor information required for the conduct of business with the Government.

*Data Universal Numbering System (DUNS) number* means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

*Data Universal Numbering System+4 (DUNS+4) number* means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional

## ENVIRONMENTAL SERVICES MODIFICATION

CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

*Registered in the CCR database* means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
  - (2) The Government has validated all mandatory data fields and has marked the record “Active”.
- (b) (1) By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the Offeror is registered in the CCR database.
- (c) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An Offeror may obtain a DUNS number—
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
  - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The Offeror should be prepared to provide the following information:
- (i) Company legal business.
  - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (iii) Company Physical Street Address, City, State and Zip Code.
  - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
  - (v) Company Telephone Number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial

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registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

- (g) (1) (i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor’s CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

### **I-FSS-646 BLANKET PURCHASE AGREEMENTS (MAY 2000)**

Blanket Purchase Agreements (BPA's) can reduce costs and save time because individual orders and invoices are not required for each procurement but can instead be documented on a consolidated basis. The Contractor agrees to enter into BPA's with ordering activities provided that:

- (a) The period of time covered by such agreements shall not exceed the period of the contract including option year period(s);
- (b) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract; and
- (c) BPA's may be established to obtain the maximum discount (lowest net price) available in those schedule contracts containing volume or quantity discount arrangements.

### **552.232-83 CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2003)**

The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers that participate on the contract and the billing/payment process by the Contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used. Where dealers are allowed by the Contractor to bill ordering activities and accept payment in the Contractor's name, the Contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement, which will require dealers to—

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- (1) Comply with the same terms and conditions regarding prices as the Contractor for sales made under the contract;
- (2) Maintain a system of reporting sales under the contract to the manufacturer, which includes—
  - (i) The date of sale;
  - (ii) The ordering activity to which the sale was made;
  - (iii) The service or product/model sold;
  - (iv) The quantity of each service or product/model sold;
  - (v) The price at which it was sold, including discounts; and
  - (vi) All other significant sales data.
- (3) Be subject to audit by the Government, with respect to sales made under the contract; and
- (4) Place orders and accept payments in the name of the Contractor in care of the dealer.

An agreement between a Contractor and its dealers pursuant to this procedure will not establish privity of contract between dealers and the Government.

**552.232-77                      PAYMENT BY GOVERNMENTWIDE COMMERCIAL PURCHASE CARD  
(MAR 2000) (ALTERNATE I—MAR 2000)**

(a) Definitions.

*“Governmentwide commercial purchase card”* means a uniquely numbered credit card issued by a contractor under GSA's Governmentwide Contract for Fleet, Travel, and purchase Card Services to named individual Government employees or entities to pay for official Government purchases.

*“Oral order”* means an order placed orally either in person or by telephone.

- (b) The Contractor must accept the Governmentwide commercial purchase card for payments equal to or less than the micro-purchase threshold (see Federal Acquisition Regulation 2.101) for oral or written orders under this contract.
- (c) The Contractor and the ordering agency may agree to use the Governmentwide commercial purchase card for dollar amounts over the micro-purchase threshold, and the Government encourages the Contractor to accept payment by the purchase card. The dollar value of a purchase card action must not exceed the ordering agency's established limit. If the Contractor will not accept payment by the purchase card for an order exceeding the micro-purchase threshold, the Contractor must so advise the ordering agency within 24 hours of receipt of the order.
- (d) The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder's account for items returned as defective or faulty.
- (e) Payments made using the Governmentwide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.

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**552.232-74 INVOICE PAYMENTS (SEP 1999)**

- (a) The due date for making invoice payments by the designated payment office is:
- (1) For orders placed electronically by the General Services Administration (GSA) Federal Supply Service (FSS), and to be paid by GSA through electronic funds transfer (EFT), the later of the following two events:
    - (i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.
    - (ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.
  - (2) For all other orders, the later of the following two events:
    - (i) The 30th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.
    - (ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor.
  - (3) On a final invoice, if the payment amount is subject to contract settlement actions, acceptance occurs on the effective date of the contract settlement.
- (b) The General Services Administration will issue payment on the due date in (a)(1) above if the Contractor complies with full cycle electronic commerce. Full cycle electronic commerce includes all the following elements:
- (1) The Contractor must receive and fulfill electronic data interchange (EDI) purchase orders (transaction set 850).
  - (2) The Contractor must generate and submit to the Government valid EDI invoices (transaction set 810) or submit invoices through the GSA Finance Center Internet-based invoice process. Internet-based invoices must be submitted using procedures provided by GSA.
  - (3) The Contractor's financial institution must receive and process, on behalf of the Contractor, EFT payments through the Automated Clearing House (ACH) system.
  - (4) The EDI transaction sets in (b)(1) through (b)(3) above must adhere to implementation conventions provided by GSA.
- (c) If any of the conditions in (b) above do not occur, the 10 day payment due dates in (a)(1) become 30 day payment due dates.
- (d) Notwithstanding paragraph (g) of the clause at FAR [52.212-4](#), Contract Terms and Conditions--Commercial Items, if the Contractor submits hard-copy invoices, submit only an original invoice. No copies of the invoice are required.
- (e) All other provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.) and Office of Management and Budget (OMB) Circular A- 125, Prompt Payment, apply.

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**I-FSS-600****CONTRACT PRICE LISTS (JUL 2004)****(a) Electronic Contract Data.**

- (1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists.
- (2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete; correct; readable; virus-free; and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA Advantage!, a menu-driven database system that provides on-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 6 months after award. Contractors should refer to clause I-FSS-597, GSA Advantage! for further information.
- (3) Further details on EDI, ICs, and GSA Advantage! can be found in clause I-FSS-599, Electronic Commerce.
- (4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor's Federal Supply Schedule price list. The identifier URL is located at [fss.gsa.gov/partnership/](http://fss.gsa.gov/partnership/). All resultant "web price lists" shown on the contractor's web site must be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted /awarded by the Government may be included. If the contractor elects to use contract identifiers on its website (either logos or contract number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the contractor on an open market basis.
- (5) The contractor is responsible for keeping all electronic catalog data up to date; e.g., prices, product deletions and replacements, etc.

**(b) Federal Supply Schedule Price Lists.**

- (1) The Contractor must also prepare, print, and distribute a paper Federal Supply Schedule Price List as required by clause 552.238-71, Submission and Distribution of Authorized FSS Schedule Price Lists. This must be done as set forth in this paragraph (b).
- (2) The Contractor must prepare a Federal Supply Schedule Price List by either:
  - (i) Using the commercial catalog, price list, schedule, or other document as accepted by the Government, showing accepted discounts, and obliterating all items, terms, and conditions not accepted by the Government by lining out those items or by a stamp across the face of the item stating "NOT UNDER CONTRACT" or "EXCLUDED"; or
  - (ii) Composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list less discounts accepted by the Government. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)".
- (3) The cover page of the Federal Supply Schedule Price List must include the following information prepared in the format set forth in this subparagraph (b)(3):
  - (i) GENERAL SERVICES ADMINISTRATION

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Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address GSA Advantage! is: [GSAAdvantage.gov](http://GSAAdvantage.gov).

Schedule Title

FSC Group, Part, and Section or Standard Industrial Group (as applicable)

FSC Class(es)/Product code(s) and/or Service Codes (as applicable)

Contract number

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at [fss.gsa.gov](http://fss.gsa.gov).

Contract period.

Contractor's name, address, and phone number (include toll-free WATS number and FAX number, if applicable)

Contractor's internet address/web site where schedule information can be found (as applicable).

Contract administration source (if different from preceding entry).

Business size.

- (ii) CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.

- 1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).
- 1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.
- 1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.
2. Maximum order.
3. Minimum order.
4. Geographic coverage (delivery area).
5. Point(s) of production (city, county, and State or foreign country).
6. Discount from list prices or statement of net price.
7. Quantity discounts.
8. Prompt payment terms.

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- 9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.
- 9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.
- 10. Foreign items (list items by country of origin).
- 11a. Time of delivery. (Contractor insert number of days.)
- 11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.
- 11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.
- 11d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to effect a faster delivery.
- 12. F.O.B. point(s).
- 13a. Ordering address(es).
- 13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
- 14. Payment address(es).
- 15. Warranty provision.
- 16. Export packing charges, if applicable.
- 17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).
- 18. Terms and conditions of rental, maintenance, and repair (if applicable).
- 19. Terms and conditions of installation (if applicable).
- 20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).
- 20a. Terms and conditions for any other services (if applicable).
- 21. List of service and distribution points (if applicable).
- 22. List of participating dealers (if applicable).
- 23. Preventive maintenance (if applicable).



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- 24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).
  - 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: [www.Section508.gov/](http://www.Section508.gov/).
  - 25. Data Universal Number System (DUNS) number.
  - 26. Notification regarding registration in Central Contractor Registration (CCR) database.
  - 27. Uncompensated Overtime. (Indicate if used).
- (4) Amendments to Federal Supply Schedule Price Lists must include on the cover page the same information as the basic document plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.
  - (5) The Contractor must provide two of the Federal Supply Schedule Price Lists (including covering letters), to the Contracting Officer 30 days after the date of award. Accuracy of information and computation of prices is the responsibility of the Contractor. NOTE: The obliteration discussed in subdivision (b)(2)(i) of this clause must be accomplished prior to the printing and distribution of the Federal Supply Schedule Price Lists.
  - (6) Inclusion of incorrect information (electronically or in paper) will cause the Contractor to reprint/resubmit/correct and redistribute the Federal Supply Schedule Price List, and may constitute sufficient cause for Cancellation, applying the provisions of 52.212-4 , Contract Terms and Conditions (paragraph (m), Termination for Cause), and application of any other remedies as provided by law—including monetary recovery.
  - (7) In addition, one copy of the Federal Supply Schedule Price List must be submitted to the **National Customer Service Center, Bldg. No. 4, 1500 E. Bannister Road, Kansas City, MO 64131.**

**552.238-74****INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2003)**

- (a) Reporting of Federal Supply Schedule Sales. The Contractor shall report all contract sales under this contract as follows:
  - (1) The Contractor shall accurately report the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this contract by calendar quarter (January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31). The dollar value of a sale is the price paid by the Schedule user for products and services on a Schedule task or delivery order. The reported contract sales value shall include the Industrial Funding Fee (IFF). The Contractor shall maintain a consistent accounting method of sales reporting, based on the Contractor's established commercial accounting practice. The acceptable points at which sales may be reported include--
    - (i) Receipt of order;
    - (ii) Shipment or delivery, as applicable;
    - (iii) Issuance of an invoice; or
    - (iv) Payment.

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- (1) Contract sales shall be reported to FSS within 30 calendar days following the completion of each reporting quarter. The Contractor shall continue to furnish quarterly reports, including "zero" sales, through physical completion of the last outstanding task order or delivery order of the contract.
  - (3) Reportable sales under the contract are those resulting from sales of contract items to authorized users unless the purchase was conducted pursuant to a separate contracting authority such as a Governmentwide Acquisition Contract (GWAC); a separately awarded FAR Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract. Sales made to state and local governments under Cooperative Purchasing authority shall be counted as reportable sales for IFF purposes.
  - (4) The Contractor shall electronically report the quarterly dollar value of sales, including "zero" sales, by utilizing the automated reporting system at an Internet website designated by the General Services Administration's (GSA) Federal Supply Service (FSS). Prior to using this automated system, the Contractor shall complete contract registration with the FSS Vendor Support Center (VSC). The website address, as well as registration instructions and reporting procedures, will be provided at the time of award. The Contractor shall report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or sub-item.
  - (5) The Contractor shall convert the total value of sales made in foreign currency to U.S. dollars using the "Treasury Reporting Rates of Exchange" issued by the U.S. Department of Treasury, Financial Management Service. The Contractor shall use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from Financial Management Service, International Funds Branch, Telephone: (202) 874-7994, Internet: <http://www.fms.treas.gov/intn.html>.
- (b) The Contractor shall remit the IFF at the rate set by GSA's FSS.
- (1) The Contractor shall remit the IFF to FSS in U.S. dollars within 30 calendar days after the end of the reporting quarter; final payment shall be remitted within 30 days after physical completion of the last outstanding task order or delivery order of the contract.
  - (2) The IFF represents a percentage of the total quarterly sales reported. This percentage is set at the discretion of GSA's FSS. GSA's FSS has the unilateral right to change the percentage at any time, but not more than once per year. FSS will provide reasonable notice prior to the effective date of the change. The IFF reimburses FSS for the costs of operating the Federal Supply Schedules Program and recoups its operating costs from ordering activities. **Offerors must include the IFF in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities. FSS will post notice of the current IFF at <http://72a.fss.gsa.gov/> or successor website as appropriate.**
- (c) Within 60 days of award an FSS representative will provide the Contractor with specific written procedural instructions on remitting the IFF. FSS reserves the unilateral right to change such instructions from time to time, following notification to the Contractor.
- (d) Failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR clause 52.232-17, Interest). Should the Contractor fail to submit the required sales reports, falsify them, or fail to timely pay the IFF, this is sufficient cause for the Government to terminate the contract for cause.

**SPECIAL NOTE: Clause 552.238-74 above also applies to Payments and/or Charge Offsets as detailed in Environmental Solicitation Paragraph B.5 SPECIAL INSTRUCTIONS FOR PAYING IFF ON PAYMENTS/OFFSETS TO THE GOVERNMENT.**

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### **I-FSS-163**

### **OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000)**

The Government may require continued performance of this contract for an additional 5 year period when it is determined that exercising the option is advantageous to the Government considering price and other factors. The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised, the following conditions are applicable:

- (1) It is determined that exercising the option is advantageous to the Government considering price and other factors covered in (2) through (4) below.
- (2) The Contractor's electronic catalog, price list, schedule or other documents has been received, approved, posted, and kept current on GSA Advantage!™ in accordance with clause [I-FSS-600](#), Contract Price Lists.
- (3) Performance has been acceptable under the contract.
- (4) Subcontracting goals have been reviewed and approved.

The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.

- (c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment, Price Reductions Clause.)

### **I-FSS-95 RE-REPRESENTATION OF SIZE STATUS FOR OPTION PERIODS (JUN 2003)**

For certain requirements, the Government enters into contracts with multiple contractors for the same or similar services or products. Such contracts frequently contain options that allow the contract to be extended when it is determined to be in the best interest of the Government. Contract extensions may have an impact on the program established by the Government to assist small businesses when there is a change in the status of the Contractor during the contract term.

Prior to the time the Contracting Officer exercises an option, the Contractor will be required to re-represent business size status and 8(a) program eligibility to the Contracting Officer by completing the applicable portion of 52.212-3, Offeror Representations and Certification—Commercial Items, or 52.219-1, Small Business Program Representations, as applicable to this contract.

- (a) When the contract did not result from a small business set-aside:

If a previously awarded small business concern re-represents itself as other than small, an acceptable subcontracting plan must be negotiated with the Contracting Officer if the value of the remainder of the contract option periods exceeds the threshold for a subcontracting plan.

- (b) When the contract resulted from a small business set-aside:

If a previously awarded small business concern re-represents itself as other than small, the Contracting Officer shall be precluded from exercising the option.

- (c) When the contract resulted from an 8(a) set-aside:

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If a previously awarded 8(a) small business concern re-represents itself as other than 8(a), the Contracting Officer shall be precluded from exercising the option.

**552.215-71 EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD SCHEDULE) (JUL 2003)**

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall have access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this contract for overbillings, billing errors, compliance with the Price Reduction clause and compliance with the Industrial Funding Fee and Sales Reporting clause of this contract. This authority shall expire 3 years after final payment. The basic contract and each option shall be treated as separate contracts for purposes of applying this clause.

**552.215-72 PRICE ADJUSTMENT—FAILURE TO PROVIDE ACCURATE INFORMATION (AUG 1997)**

- (a) The Government, at its election, may reduce the price of this contract or contract modification if the Contracting Officer determines after award of this contract or contract modification that the price negotiated was increased by a significant amount because the Contractor failed to:
  - (1) provide information required by this solicitation/contract or otherwise requested by the Government; or
  - (2) submit information that was current, accurate, and complete; or
  - (3) disclose changes in the Contractor's commercial pricelist(s), discounts or discounting policies which occurred after the original submission and prior to the completion of negotiations.
- (b) The Government will consider information submitted to be current, accurate and complete if the data is current, accurate and complete as of 14 calendar days prior to the date it is submitted.
- (c) If any reduction in the contract price under this clause reduces the price for items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States—
  - (1) The amount of the overpayment; and
  - (2) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective each quarter prescribed by the Secretary of Treasury under 26 U.S.C. 6621(a)(2).
- (d) Failure to agree on the amount of the decrease shall be resolved as a dispute.
- (e) In addition to the remedy in paragraph (a) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

**552.216-70 ECONOMIC PRICE ADJUSTMENT FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEPT 1999)(ALTERNATE I – SEPT. 1999)**

***THIS CLAUSE APPLIES TO CONTRACT PRICING BASED ON COMMERCIAL CATALOG OR PRICE LIST.***

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

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- (b) Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:
  - (1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/pricelist that was used as the basis for the contract award.
  - (2) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b).)
  - (3) Increases are requested before the last 60 days of the contract period.
  - (4) At least 30 days elapse between requested increases.
- (c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed \* 5 \* percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.
- (d) The following material shall be submitted with the request for a price increase:
  - (1) A copy of the commercial catalog/pricelist showing the price increase and the effective date for commercial customers.
  - (2) Commercial Sales Practice format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/pricelist, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
  - (3) Documentation supporting the reasonableness of the price increase.
- (e) The Government reserves the right to exercise one of the following options:
  - (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;
  - (2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,
  - (3) Remove the product(s) from contract involved pursuant to the Cancellation Clause of this contract, when the increase requested is not supported.
- (f) The contract modification reflecting the price adjustment shall be signed by the Government and made effective upon receipt of notification from the Contractor that the new catalog/pricelist has been mailed to the addressees previously furnished by the Contracting Officer, provided that in no event shall such price adjustment be effective prior to the effective date of the commercial price increases. The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

**I-FSS-969 ECONOMIC PRICE ADJUSTMENT—FSS MULTIPLE AWARD SCHEDULE  
(JAN 2002)**

***THIS CLAUSE APPLIES TO CONTRACT PRICING NOT BASED ON COMMERCIAL CATALOG  
OR PRICE LIST***

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

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- (b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:
- (1) **Adjustments based on escalation rates negotiated prior to contract award.** Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.
  - (2) **Adjustments based on an agreed-upon market indicator prior to award.** The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.
- (c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.
- (d) Conditions of Price change requests under paragraphs b (2) and c above.
- (1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).
  - (2) Increases are requested before the last 60 days of the contract period, including options.
  - (3) At least 30 days elapse between requested increases.
  - (4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed five percent (5 %) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.
- (e) The following material shall be submitted with request for a price increase under paragraphs b (2) and c above:
- (1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.
  - (2) Commercial Sales Practice format, per contract clause 52.215-21 Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
  - (3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.
- (f) The Government reserves the right to exercise one of the following options:

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- (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;
  - (2) Negotiate more favorable prices when the total increase requested is not supported; or,
  - (3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.
- (g) Effective Date of Increases: No price increase shall be effective until the Government receives the electronic file updates pursuant to GSAR 552.243-72, Modifications (Multiple Award Schedule).
- (h) All MAS contracts remain subject to contract clauses GSAR 552.238-75, "Price Reductions"; and 552.215-72, "Price Adjustment -- Failure to Provide Accurate Information." In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

### **552.238-75 PRICE REDUCTIONS (MAY 2004)**

(a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.

(b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.

(c)(1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor—

- (i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;
- (ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or
- (iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.

(2) The Contractor shall offer the price reduction to the Government with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).

(d) There shall be no price reduction for sales—

- (1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;
- (2) To Federal agencies;
- (3) Made to State and local government entities when the order is placed under this contract (and the State and local government entity is the agreed upon customer or category of customer that is the basis of award); or
- (4) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.

(e) The Contractor may offer the Contracting Officer a voluntary Governmentwide price reduction at any time during the contract period.

(f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.

(g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

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**I-FSS-639                      CONTRACT SALES CRITERIA (MAR 2002)**

- (a) A contract will not be awarded unless anticipated sales are expected to exceed \$25,000 within the first 24 months following contract award, and are expected to exceed \$25,000 in sales each 12-month period thereafter.
- (b) The Government may cancel the contract in accordance with clause 552.238-73, Cancellation, unless reported sales are at the levels specified in paragraph (a) above.

**552.238-73                      CANCELLATION (SEP 1999)**

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.

**552.243-72                      MODIFICATIONS (MULTIPLE AWARD SCHEDULE) (JUL 2000)**

- (a) General. The Contractor may request a contract modification by submitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).
- (b) Types of Modifications.
  - (1) Additional items/additional SIN's. When requesting additions, the following information must be submitted:
    - (i) Information requested in paragraphs (1) and (2) of the Commercial Sales Practice Format to add SIN's.
    - (ii) Discount information for the new items(s) or new SIN(s). Specifically, submit the information requested in paragraphs 3 through 5 of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be submitted instead.
    - (iii) Information about the new item(s) or new SIN(s) as described in 552.212-70, Preparation of Offer (Multiple Award Schedule) is required.
    - (iv) Delivery time(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted in accordance with [552.211-78](#), Commercial Delivery Schedule (Multiple Award Schedules).
    - (v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by [52.215-6](#), Place of Performance.
    - (vi) Hazardous Material information (if applicable) must be submitted as required by 52.223-3 (ALT I), Hazardous Material Identification and Material Safety Data.
    - (vii) Any information requested by [52.212-3](#)(f), Offerors Representations and Certifications - Commercial Items, that may be necessary to assure compliance with [52.225-5](#), Trade Agreements.
  - (2) Deletions. The Contractors shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.
  - (3) Price Reduction. The Contractor shall indicate whether the price reduction falls under the item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at [552.238-75](#). If the Price reduction falls under



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item (i), the Contractor shall submit a copy of the dated commercial catalog, price list, schedule or other document. If the price reduction falls under item (ii) or (iii), the Contractor shall submit a copy of the applicable catalog(s), price list(s), schedule(s) or other document(s) which outline the effective date, duration, terms and conditions of the price reduction

- (c) Effective dates. The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at [552.238-75](#).
- (d) Electronic File Updates. The Contractor shall update electronic file submissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the Contracting Officer's approval before transmitting changes. Contract modifications will not be made effective until the Government receives the electronic file updates. The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the Contracting Officer as set forth in the Price Reductions clause at [552.238-75](#).
- (e) Amendments to Federal Supply Schedule Price Lists.
  - (1) The Contractor must provide supplements to its price lists, reflecting the most current changes. The Contractor may either:
    - (i) Distribute a supplemental Federal Supply Schedule Price List within 15 workdays after the effective date of each modification.
    - (ii) Distribute quarterly cumulative supplements. The period covered by a cumulative supplement is at the discretion of the Contractor, but may not exceed three calendar months from the effective date of the earliest modification. For example, if the first modification occurs in February, the quarterly supplement must cover February—April, and every 3 month period after. The Contractor must distribute each quarterly cumulative supplement within 15 workdays from the last day of the calendar quarter.
  - (2) At a minimum, the Contractor shall distribute each supplement to those ordering activities that previously received the basic document. In addition, the Contractor shall submit two copies of each supplement to the Contracting Officer and one copy to the FSS Schedule Information Center.

### **552.232-23 ASSIGNMENT OF CLAIMS (SEPT 1999)**

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, the following paragraph supplements paragraph (b) of the Contract Terms and Conditions—Commercial Items (Clause 52.212-4).

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to \$1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the Contracting Officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

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**C-10FT-500 DELIVERY SCHEDULE (COMMERCIAL PROFESSIONAL SERVICES)**

The contractor shall deliver in accordance with the terms of delivery and performance negotiated in individual task order with agencies. The contractor shall not propose in excess of his standard commercial delivery time to agencies without giving notice to the Ordering Officer of his intent to do so. Agencies are permitted to consider proposed delivery time as an evaluation factor in selecting the offer representing the “best value”.

**52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) (ALTERNATE IV—OCT 1997) (VARIATION I— SEP 1999)**

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below:
  - (1) An offer prepared and submitted in accordance with the clause at [552.212-70](#), Preparation of Offer (Multiple Award Schedule);
  - (2) Commercial sales practices. The Offeror shall submit information in the format provided in this solicitation in accordance with the instructions at Figure 515.4-2 of the GSA Acquisition Regulation (48 CFR 515.4-2); or submit information in the Offeror’s own format.
  - (3) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.
  - (4) By submission of an offer in response to this solicitation, the Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before initial award, books, records, documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to offeror’s cost or profit information or other data relevant solely to the offeror’s determination of the prices to be offered in the catalog or marketplace.

**52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS (OCT 1997) (ALTERNATE IV—OCT 1997) (VARIATION I—AUG 1997)**

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below.
  - (1) Information required by the clause at [552.243-72](#), Modifications (Multiple Award Schedule);
  - (2) Any additional supporting information requested by the Contracting Officer. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether the price(s) offered is fair and reasonable.
  - (3) By submitting a request for modification, the Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before agreeing to a modification, books, records,

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documents, papers, and other directly pertinent records to verify the pricing, sales and other data related to the supplies or services proposed in order to determine the reasonableness of price(s). Access does not extend to Contractor's cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

### **I-FSS-60 PERFORMANCE INCENTIVES (APR 2000)**

Performance incentives may be agreed upon between the contractor and the ordering office on individual orders or Blanket Purchase Agreements under this contract in accordance with this clause.

The ordering office must establish a maximum performance incentive price for these services and/or total solutions, on individual orders or Blanket Purchase Agreements.

Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

### **I-FSS-249-B DEFAULT (MAY 2000)**

In addition to any other clause contained herein related to termination, the following is applicable to orders placed under Federal Supply Schedule contracts.

Any ordering office may, with respect to any one or more orders placed by it under the contract, exercise the same right of termination, acceptance of inferior articles or services, and assessment of excess costs as might the Contracting Officer, except that when failure to deliver articles or services is alleged by the Contractor to be excusable, the determination of whether the failure is excusable shall be made only by the Contracting Officer of the General Services Administration, to whom such allegation shall be referred by the ordering office and from whose determination appeal may be taken as provided in the clause of this contract entitled "Disputes."

### **I-FSS-597 GSA ADVANTAGE!<sup>TM</sup> (SEP 2000)**

- (a) The Contractor must participate in the GSA *Advantage!*<sup>TM</sup> online shopping service. Information and instructions regarding contractor participation are contained in clause [I-FSS-599](#), Electronic Commerce.
- (b) The Contractor also should refer to contract clauses [552.238-71](#), Submission and Distribution of Authorized GSA Schedule Pricelists (which provides for submission of pricelists on a common-use electronic medium), I-FSS-600, Contract Pricelists (which provides information on electronic contract data), and [552.243-72](#), Modifications (which addresses electronic file updates).

### **I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (JUL 2003)**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with contract clause 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

### **52.247-32 F.O.B. ORIGIN, FREIGHT PREPAID (JUN 1988) (APPLIES TO SIN 899-5, RECLAMATION, RECYCLING AND DISPOSAL SERVICES AND SIN 899-8, REMEDIATION SERVICES ONLY)**

- (a) The term "f.o.b. origin, freight prepaid," as used in this clause, means-

- (1) Free of expense to the Government delivered-

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- (i) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipments will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;
- (ii) To, and placed on, the carrier's wharf (at shipside, within reach of the ship's loading tackle, when the shipping point is within a port area having water transportation service) or the carrier's freight station;
- (iii) To a U.S. Postal Service facility; or
- (iv) If stated in the solicitation, to any Government-designated point located within the same city or commercial zone as the f.o.b. origin point specified in the contract (commercial zones are prescribed by the Interstate Commerce Commission at 49 CFR 1048); and

- (2) The cost of transportation, ultimately the Government's obligation, is prepaid by the contractor to the point specified in the contract.

(b) The Contractor shall-

- (1)
  - (i) Pack and mark the shipment to comply with contract specifications; or
  - (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;
- (2)
  - (i) Order specified carrier equipment when requested by the Government; or
  - (ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;
- (3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;
- (4) Be responsible for any loss of and/or damage to the goods-
  - (i) Occurring before delivery to the carrier;
  - (ii) Resulting from improper packing or marking; or
  - (iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;
- (5) Prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show-
  - (i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;
  - (ii) The seals affixed to the conveyance with their serial numbers or other identification;
  - (iii) Lengths and capacities of cars or trucks ordered and furnished;
  - (iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;
  - (v) Special instructions or annotations requested by the ordering agency for commercial bills of lading; *e.g.*, -
    - (A) "to be converted to a Government bill of lading," or
    - (B) "this shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"; and
  - (vi) The signature of the carrier's agent and the date the shipment is received by the carrier;

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(6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency; and

(7) Prepay all freight charges to the extent specified in the contract.

(c) These Contractor responsibilities are specified for performance at the plant or plants at which these supplies are to be finally inspected and accepted, unless the facilities for shipment by carrier's equipment are not available at the Contractor's plant, in which case the responsibilities shall be performed f.o.b. the point or points in the same or nearest city where the specified carrier's facilities are available; subject, however, to the following qualifications:

(1) If the Contractor's shipping plant is located in the State of Alaska or Hawaii, the Contractor shall deliver the supplies listed for shipment outside Alaska or Hawaii to the port of loading in Alaska or Hawaii, respectively, as specified in the contract, at Contractor's expense, and to that extent the contract shall be "f.o.b. destination."

(2) Notwithstanding paragraph (c)(1) of this clause, if the Contractor's shipping plant is located in the State of Hawaii, and the contract requires delivery to be made by container service, the Contractor shall deliver the supplies, at the Contractor's expense, to the container yard in the same or nearest city where seavan container service is available.

### 552.211-15 Defense Priorities and Allocations System Requirements (SEP 2004)

#### (a) *Definitions.*

*Approved program* means a program determined to be necessary or appropriate for priorities and allocation support to promote the national defense by the Secretary of Defense, the Secretary of Energy, or the Department of Homeland Security Under Secretary for Emergency Preparedness and Response under the authority of the Defense Production Act, the Stafford Act, and Executive Order 12919, or the Selective Service Act and related statutes, and Executive Order 12742. See Schedule 1 of 15 CFR part 700 for a list of Delegate Agencies, approved programs, and program identification symbols at <http://www.bis.doc.gov/DefenseIndustrialBasePrograms/OSIES/DPAS/Default.htm>.

*Defense Priorities and Allocations System (DPAS)* means the regulation published at 15 CFR part 700 that requires preferential treatment for certain contracts and orders placed by a Delegate Agency in support of an approved program.

*Delegate Agency* means an agency of the U.S. Government authorized by delegation from the Department of Commerce (DOC) to place priority ratings on contracts or orders needed to support approved programs.

*Rated order* means, for the purpose of this contract, a delivery or task order issued in accordance with the provisions of the DPAS regulation (15 CFR part 700).

#### (b) *Rated Order Requirement.*

From time to time, the Contractor may receive a rated order under this contract from a Delegate Agency. The Contractor must give preferential treatment to rated orders as required by the Defense Priorities and Allocations System (DPAS) regulation (15 CFR part 700). The existence of previously accepted unrated or lower rated orders is not sufficient reason to reject a rated order. Rated orders take preference over all unrated orders as necessary to meet required delivery dates. There are two levels of ratings designated by the symbol of either "DO" or "DX." All "DO" rated orders have equal priority with each other and take preference over unrated orders. All "DX" rated orders have equal priority with each other and take preference over "DO" rated orders and unrated orders. The rating designation is followed by a program identification symbol. Program identification symbols indicate which approved program is supported by the rated order (see Schedule 1 of 15 CFR part 700 for a list of Delegate Agencies, approved programs, and program identification symbols).

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(c) *Additional information.*

Additional information may be obtained at the DOC DPAS website

<http://www.bis.doc.gov/DefenseIndustrialBasePrograms/OSIES/DPAS/Default.htm> or by contacting the designated Administrative Contracting Officer.

### **52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS- COMMERCIAL ITEMS (APRIL 2005)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

☐ (ii) Alternate I (Mar 1999) of 52.219-5.

☐ (iii) Alternate II (June 2003) of 52.219-5.

☐ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

☒ (8)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☒ (iii) Alternate II (Oct 2001) of 52.219-9.

☒ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

☐ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

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\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).

X (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

X (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

X (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

\_\_\_ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_ (23) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

\_\_\_ (24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

X (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (26) 52.225-13, Restrictions on Certain Foreign Purchases (Mar 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

X (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

\_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

X (32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

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X (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

X (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. App. 1241 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, *et seq.*).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. App. 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.



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### ADDENDUM TO 52.212-5

**NOTE: THE SERVICE CONTRACT ACT (SCA) APPLIES TO ALL ENVIRONMENTAL SERVICES TO BE PROVIDED UNDER THIS SCHEDULE. THE SCA INDEX OF APPLICABLE WAGE DETERMINATIONS FOR THIS SOLICITATION AND RESULTANT CONTRACT ARE SHOWN AT ATTACHMENT- THE FULL TEXT VERSION OF EACH WAGE DETERMINATION CAN BE VIEWED AT [WWW.WDOL.GOV](http://WWW.WDOL.GOV)**

#### **52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES)(MAY 1989)**

In compliance with the Service Contract Act 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THE FOLLOWING IS FOR INFORMATION ONLY. IT IS NOT A WAGE DETERMINATION.

To find the General Services (GS) Locality Pay Tables, access on-line for your business locale at <http://www.opm.gov/oca/05tables/indexGS.asp>

To find Wage Grade (WG) Pay Tables, access on-line at <http://www.cpms.osd.mil/wage/wage.html>

To find the Service Contract Act Directory of Occupations, access online at <http://www.dol.gov/esa/regs/compliance/whd/wage/main.htm>

EMPLOYEE CLASS	MONETARY WAGE (based on Seattle-Tacoma-Bremerton, WA Federal locality pay scale)
23440 Heavy Equipment Operator	WG-10 \$22.41
29023 Archeological Technician I	GS-4 \$12.32
29024 Archeological Technician II	GS-5 \$13.78
29025 Archeological Technician III	GS-7 \$17.07
29061 Drafter I	GS-3 \$10.97
29062 Drafter II	GS-4 \$12.32
29063 Drafter III	GS-5 \$13.78
29064 Drafter IV	GS-7 \$17.07
29081 Engineering Technician I	GS-3 \$10.97
29082 Engineering Technician II	GS-4 \$12.32
29083 Engineering Technician III	GS-5 \$13.78
29084 Engineering Technician IV	GS-7 \$17.07
29085 Engineering Technician V	GS-9 \$20.88
29086 Engineering Technician VI	GS-11 \$25.26
29090 Environmental Technician	GS-7 \$17.07
29210 Laboratory Technician (Lab Tester)	GS-6 \$15.36
29480 Technical Writer	GS-11 \$25.26
29491 Unexploded Ordnance Tech. I	GS-9 \$20.88
29492 Unexploded Ordnance Tech. II	GS-11 \$25.26
29493 Unexploded Ordnance Tech. III	GS-12 \$30.28
29494 Unexploded Safety Officer	GS-12 \$30.28
29495 Unexploded Sweep Personnel	GS-9 \$20.88
31362 Truck Driver, Medium Truck	WG-7 \$19.65
31363 Truck Driver, Heavy Truck	WG-8 \$20.74
31364 Truck Driver, Tractor-Trailer	WG-8 \$17.61
99510 Recycling Worker	WG-5 \$17.43
99658 Survey Party Chief	WG-6 \$18.56

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99659 Surveying Technician	GS-6 \$15.36
99660 Surveying Aide	GS-2 \$10.05
01420 Survey Worker	GS-6 \$15.36

**552.212-72 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT  
STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA  
ACQUISITION OF COMMERCIAL ITEMS (SEP 2003)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

\*   X   \* 552.223-72 Hazardous Material Information (SEP 1999)

(b) Clauses.

\*   X   \* 552.223-70 Hazardous Substances (MAY 1989)

\*   X   \* 552.223-71 Nonconforming Hazardous Material (SEP 1991)

\*   X   \* 552.238-70 Identification of Electronic Office Equipment Providing Accessibility for the Handicapped (SEP 1991)

\*   X   \* 552.238-72 Identification of Energy-Efficient Office Equipment and Supplies Containing Recovered Materials or Other Environmental Attributes (SEP 1999)

**C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV 2003)**

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule.  
**Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency.** The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

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- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

### **52.233-2 SERVICE OF PROTEST (AUG 1996)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

General Services Administration  
Management Services Center  
Attn: Katherine Jocoy  
400 15<sup>th</sup> Street S.W.  
Auburn, WA 98001-6599

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

### **552.233-70 PROTESTS FILED DIRECTLY WITH THE GENERAL SERVICES ADMINISTRATION (MAR 2000)**

- (a) The following definitions apply in this provision:
  - "Agency Protest Official for GSA" means the official in the Office of Acquisition Policy designated to review and decide procurement protests filed with GSA.
  - "Deciding official" means the person chosen by the protester to decide the agency protest. The deciding official may be either the Contracting Officer or the Agency Protest Official.
- (b) The filing time frames in FAR 33.103(e) apply. An agency protest is filed when the protest complaint is received at the location the solicitation designates for serving protests. GSA's hours of operation are 8:00 a.m. to 4:30 p.m. Protests delivered after 4:30 p.m. will be considered received and filed the following business day.

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- (c) A protest filed directly with the General Services Administration (GSA) must:
  - (1) Indicate that it is a protest to the agency.
  - (2) Be filed with the Contracting Officer.
  - (3) State whether the protester chooses to have the Contracting Officer or the Agency Protest Official for GSA decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.
  - (4) Indicate whether the protester prefers to make an oral presentation, a written presentation, or an oral presentation confirmed in writing, of arguments in support of the protest to the deciding official.
  - (5) Include the information required by FAR 33.103(d)(2):
    - (i) Name, address, fax number, and telephone number of the protester.
    - (ii) Solicitation or contract number.
    - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.
    - (iv) Copies of relevant documents.
    - (v) Request for a ruling by the agency.
    - (vi) Statement as to the form of relief requested.
    - (vii) All information establishing that the protester is an interested party for the purpose of filing a protest.
    - (viii) All information establishing the timeliness of the protest (see paragraph (b) of this provision).
- (d) An interested party filing a protest with GSA has the choice of requesting either that the Contracting Officer or the Agency Protest Official for GSA decide the protest.
- (e) The decision by the Agency Protest Official for GSA is an alternative to a decision by the Contracting Officer.
- (f) The deciding official must conduct a scheduling conference with the protester within three (3) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.
- (g) Oral conferences may take place either by telephone or in person. Other parties (e.g., representatives of the program office) may attend at the discretion of the deciding official.
- (h) The following procedures apply to information submitted in support of or in response to an agency protest:
  - (1) The protester and the agency have only one opportunity to support or explain the substance of the protest (either orally, in writing, or orally confirmed in writing).
  - (2) GSA procedures do not provide for any discovery.
  - (3) The deciding official has discretion to request additional information from either the agency or the protester. However, the deciding official will normally decide protests on the basis of information provided by the protester and the agency.

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- (4) Except as provided in paragraph (5)(ii) below, the parties are encouraged, but not required, to exchange information submitted to the Agency Protest Official for GSA.
- (5) If the agency makes a written response to the protest, the following filing requirements apply unless the deciding official approves other arrangements:
  - (i) The agency must file its response to the protest with the deciding official within five (5) days after the filing of the protest.
  - (ii) The agency must also provide the protester with a copy of the response on the same day it files the response with the deciding official. If the agency believes it needs to redact or withhold any information in the response from the protester, it must obtain the approval of the deciding official.
- (6) Any additional information that either party wants to submit in writing after one-time oral arguments in support of the agency protest, must be received by the deciding official within two (2) days after the date of the oral arguments.
- (i) The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
- (j) An interested party may represent itself or be represented by legal counsel. GSA will not reimburse the party for any legal fees related to the agency protest.
- (k) GSA will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
- (l) The deciding official will make a best effort to issue a decision on the protest within twenty-eight (28) days after the filing date. The decision may be oral or written. If the decision is communicated orally to the protester, the deciding official will confirm in writing within three (3) days after the decision.
- (m) GSA may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a protest forum outside of GSA.

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## INDEX OF REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT

Wage Determination No.: 94-2001  
Revision No.: 25      Division of Wage Determinations | Date of Last Revision:  
08/05/2004

State(s): Alabama

Areas: Alabama COUNTIES OF Calhoun, Cherokee, Clay, Cleburne, De Kalb, Etowah, Talladega

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Wage Determination No.: 94-2003  
Revision No.: 25      Division of Wage Determinations | Date of Last Revision:  
08/10/2004

State(s): Alabama

Areas: Alabama COUNTIES OF Bibb, Blount, Cullman, Fayette, Greene, Hale, Jefferson, Lamar, Marengo, Perry, Pickens, St Clair, Shelby, Tuscaloosa, Walker

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Wage Determination No.: 94-2005  
Revision No.: 21      Division of Wage Determinations | Date of Last Revision:  
10/20/2004

State(s): Alabama, Georgia

Areas: Alabama COUNTIES OF Barbour, Coffee, Dale, Geneva, Henry, Houston Georgia COUNTIES OF Clay, Early, Miller, Seminole

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Wage Determination No.: 94-2007  
Revision No.: 28      Division of Wage Determinations | Date of Last Revision:  
08/12/2004

State(s): Alabama, Tennessee

Areas: Alabama COUNTIES OF Colbert, Franklin, Jackson, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Winston  
Tennessee COUNTIES OF Giles, Lawrence, Lincoln, Moore, Wayne

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Wage Determination No.: 94-2009  
Revision No.: 24      Division of Wage Determinations | Date of Last Revision:  
08/16/2004

State(s): Alabama

Areas: Alabama COUNTIES OF Baldwin, Choctaw, Clarke, Conecuh, Covington, Escambia, Mobile, Monroe, Washington

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Wage Determination No.: 94-2011  
Revision No.: 28      Division of Wage Determinations | Date of Last Revision:  
08/10/2004

## ENVIRONMENTAL SERVICES MODIFICATION

State(s): Alabama

Areas: Alabama COUNTIES OF Autauga, Bullock, Butler, Chilton, Coosa, Crenshaw, Dallas, Elmore, Lowndes, Macon, Montgomery, Pike, Tallapoosa, Wilcox

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Wage Determination No.: 94-2017

Revision No.: 31

Division of Wage Determinations |

Date of Last Revision: 08/10/2004

State(s): Alaska

Areas: Alaska STATEWIDE

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Wage Determination No.: 94-2023

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Revision No.: 28

Division of Wage Determinations |

Date of Last Revision: 10/08/2004

State(s): Arizona

Areas.: Arizona COUNTIES OF Apache, Coconino, Gila, Maricopa, Navajo, Pinal, Yavapai

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Wage Determination No. : 94-2025

Revision No.: 30

Division of Wage Determinations | Date of Last Revision:

08/16/2004

State(s): Arizona

Areas: Arizona COUNTIES OF Cochise, Graham, Greenlee, Pima, Santa Cruz

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Wage Determination No.: 94-2027

Revision No.: 23

Division of Wage Determinations | Date of Last Revision:

08/06/2004

State(s): Arizona

Areas: Arizona COUNTIES OF La Paz, Yuma

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Wage Determination No.: 94-2033

Revision No.: 28

Division of Wage Determinations | Date of Last Revision:

08/30/2004

State(s): Arkansas

Areas: Arkansas COUNTIES OF Baxter, Boone, Clay, Cleburne, Conway, Faulkner, Fulton, Garland, Greene, Hot Spring, Independence, Izard, Jackson, Lawrence, Lonoke, Marion, Monroe, Montgomery, Perry, Pope, Prairie, Pulaski, Randolph, Saline, Searcy, Sharp, Stone, Van Buren, White, Woodruff, Yell

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Wage Determination No.: 94-2035

Revision No.: 21

Division of Wage Determinations | Date of Last Revision:

08/04/2004

State(s): Arkansas

Areas: Arkansas COUNTIES OF Arkansas, Ashley, Bradley, Calhoun, Chicot,

## ENVIRONMENTAL SERVICES MODIFICATION

Clark, Cleveland, Dallas, Desha, Drew, Grant, Jefferson, Lincoln, Ouachita, Phillips, Pike, Union

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Wage Determination No.: 94-2037

| Revision No.: 27 Division of Wage Determinations | Date of Last Revision:  
08/18/2004

State(s): Arkansas

Areas: Arkansas COUNTIES OF Benton, Carroll, Crawford, Franklin, Johnson,  
Logan, Madison, Newton, Polk, Scott, Sebastian, Washington

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Wage Determination No.: 94-2043

Determinations | Revision No.: 25 Division of Wage  
Date of Last Revision: 08/10/2004

State(s): California

Areas: California COUNTIES OF Kern

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Wage Determination No.: 94-2045

| Revision No.: 21  
Division of Wage Determinations | Date of Last Revision: 08/16/2004

State(s): California

Areas: California COUNTIES OF Fresno, Madera, Mariposa, Merced

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Wage Determination No.: 94-2047

Revision No.: 25 Division of Wage Determinations | Date of Last Revision:  
06/17/2004

State(s): California

Areas: California COUNTIES OF Los Angeles, Orange

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Wage Determination No.: 94-2049

Revision No.: 22 Division of Wage Determinations | Date of Last Revision:  
06/17/2004

State(s): California

Areas: California COUNTIES OF Monterey, San Benito

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Wage Determination No.: 94-2051

Revision No.: 25 Division of Wage Determinations | Date of Last Revision:  
06/17/2004

State(s): California

Areas: California COUNTIES OF Alameda, Contra Costa



ENVIRONMENTAL SERVICES MODIFICATION
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Wage Determination No.: 94-2053

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 06/17/2004

State(s): California

Areas: California COUNTIES OF Riverside, San Bernardino

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Wage Determination No.: 94-2055

Revision No.: 24

Division of Wage Determinations | Date of Last Revision:

08/04/2004

State(s): California

Areas: California COUNTIES OF Alpine, Amador, Butte, Colusa, Del Norte,  
El Dorado, Glenn, Humboldt, Lake, Mendocino, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou,  
Sutter, Tehama, Trinity, Yolo, Yuba

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Wage Determination No.: 94-2057

Revision No.: 35

Division of Wage Determinations | Date of Last Revision:

08/05/2004

State(s): California

Areas: California COUNTIES OF Imperial, San Diego

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Wage Determination No.: 94-2059

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 06/17/2004

State(s): California

Areas: California COUNTIES OF Marin, San Francisco, San Mateo

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Wage Determination No.: 94-2061

Revision No.: 21

Division of Wage Determinations | Date of Last Revision: 06/17/2004

State(s): California

Areas: California COUNTIES OF Santa Clara, Santa Cruz

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Wage Determination No.: 94-2063

Revision No.: 24

Division of Wage Determinations |

Date of Last Revision: 11/10/2004

State(s): California

Areas: California COUNTIES OF San Luis Obispo, Santa Barbara

## ENVIRONMENTAL SERVICES MODIFICATION

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Wage Determination No.: 94-2067

Revision No.: 22      Division of Wage Determinations  
| Date of Last Revision: 08/05/2004

State(s): California

Areas: California COUNTIES OF Calaveras, San Joaquin, Stanislaus, Tuolumne  
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Wage Determination No.: 94-2069

Revision No.: 23      Division of Wage Determinations |  
Date of Last Revision: 06/17/2004

State(s): California

Areas: California COUNTIES OF Napa, Solano, Sonoma  
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Wage Determination No.: 94-2071

Revision No.: 23      Division of Wage Determinations |  
Date of Last Revision: 06/17/2004

State(s): California

Areas: California COUNTIES OF Ventura  
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Wage Determination No.: 94-2073

Revision No.: 21      Division of Wage Determinations |  
Date of Last Revision: 08/17/2004

State(s): California

Areas: California COUNTIES OF Inyo, Kings, Tulare  
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Wage Determination No.: 94-2079

Revision No.: 28      Division of Wage Determinations  
| Date of Last Revision: 08/05/2004

State(s): Colorado

Areas: Colorado COUNTIES OF Cheyenne, El Paso, Kit Carson, Lincoln, Teller  
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Wage Determination No.: 94-2081

Revision No.: 26  
Division of Wage Determinations | Date of Last Revision: 08/05/2004

State(s): Colorado

Areas: Colorado COUNTIES OF Adams, Arapahoe, Boulder, Broomfield, Clear Creek, Denver, Douglas, Elbert, Gilpin, Grand, Jackson, Jefferson, Logan, Morgan, Park, Phillips, Sedgwick, Summit, Washington, Weld, Yuma

## ENVIRONMENTAL SERVICES MODIFICATION

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Wage Determination No.: 94-2083

Revision No.: 21

Division of Wage Determinations | Date of Last Revision: 08/19/2004

State(s): Colorado

Areas: Colorado COUNTIES OF Alamosa, Archuleta, Baca, Bent, Chaffee, Conejos, Costilla, Crowley, Custer, Delta, Dolores, Eagle, Fremont, Garfield, Gunnison, Hinsdale, Huerfano, Kiowa, Lake, La Plata, Las Animas, Mesa, Mineral, Moffat, Montezuma, Montrose, Otero, Ouray, Pitkin, Prowers, Pueblo, Rio Blanco, Rio Grande, Routt, Saguache, San Juan, San Miguel

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Wage Determination No.: 94-3009

Revision No.: 12

Division of Wage Determinations | Date of Last Revision: 08/11/2004

State(s): Colorado

Areas: Colorado COUNTIES OF Larimer

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Wage Determination No.: 94-2087

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 07/08/2004

State(s): Connecticut

Areas: Connecticut COUNTIES OF Hartford, Litchfield, Middlesex, New London, Tolland

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Wage Determination No.: 94-2089

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 08/19/2003

State(s): Connecticut

Areas: Connecticut ALL COUNTIES except Fairfield, Hartford, Litchfield, Middlesex, New Haven, New London, Tolland

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Wage Determination No.: 94-3027

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 08/06/2004

State(s): Connecticut

Areas: Connecticut COUNTIES OF Fairfield, New Haven

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Wage Determination No.: 94-2095

Revision No.: 22

Division of Wage Determinations | Date of Last Revision: 08/05/2004

State (s) : Delaware, Maryland, Virginia

## ENVIRONMENTAL SERVICES MODIFICATION

Areas: Delaware COUNTY OF Sussex  
Maryland COUNTIES OF Somerset, Wicomico, Worcester  
Virginia COUNTIES OF Accomack, Northampton

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Wage Determination No.: 94-2097  
Revision No.: 19  
Division of Wage Determinations | Date of Last Revision: 08/02/2004

State(s): Delaware, Maryland, New Jersey

Areas: Delaware COUNTIES OF Kent, New Castle  
Maryland COUNTIES OF Caroline, Cecil, Dorchester, Kent, Queen Anne's, Talbot  
New Jersey COUNTIES OF Salem

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Wage Determination No.: 94-2103  
Revision No.: 32  
Division of Wage Determinations | Date of Last Revision: 05/27/2004

State(s) : District of Columbia, Maryland, Virginia

Areas: District of Columbia, Statewide  
Maryland COUNTIES OF Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's  
Virginia COUNTIES OF Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford.

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Wage Determination No.:94-2109  
Revision No.: 24  
Division of Wage Determinations | Date of Last Revision: 11/10/2004

State(s): Florida

Areas: Florida COUNTIES OF Flagler, Volusia

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Wage Determination No.: 94-2111  
Revision No.: 27  
Division of Wage Determinations | Date of Last Revision: 08/10/2004

State(s): Florida

Areas: Florida COUNTIES OF Broward, Glades, Hendry, Martin, Okeechobee, Palm Beach, St Lucie

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Wage Determination No.: 94-2113  
Revision No.: 29  
Division of Wage Determinations | Date of Last Revision: 08/18/2004

State(s):,Florida

Areas: Florida COUNTIES OF Alachua, Bradford, Citrus, Dixie, Gilchrist, Lake, Levy, Marion, Sumter, Union

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Wage Determination No.: 94-2115  
Revision No.: 31  
Division of Wage Determinations | Date of Last Revision: 08/02/2004

State(s): Florida, Georgia

ENVIRONMENTAL SERVICES MODIFICATION
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Areas: Florida COUNTIES OF Baker, Clay, Columbia, Duval, Hamilton,  
Lafayette, Madison, Nassau, Putnam, Saint Johns, Suwannee, Taylor  
Georgia COUNTIES OF Brantley, Camden, Charlton, Glynn, Pierce

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Wage Determination No.: 94-2117  
Revision No.: 28  
Division of Wage Determinations | Date of Last Revision: 08/06/2004

State(s): Florida

Areas: Florida COUNTIES OF Brevard, Indian River

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Wage Determination No.: 94-2119  
Revision No.: 25  
Division of Wage Determinations | Date of Last Revision: 06/17/2004

State(s): Florida

Areas: Florida COUNTIES OF Collier, Dade, Monroe

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Wage Determination No.: 94-3007  
Revision No.: 6  
Division of Wage Determinations | Date of Last Revision: 08/16/2004

State(s): Florida

Areas: Florida COUNTIES OF Bay

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Wage Determination No.: 94-2121  
Revision No.: 30  
Division of Wage Determinations | Date of Last Revision: 09/23/2004

State(s): Florida

Areas: Florida COUNTIES OF Calhoun, Franklin, Garden, Holmes, Jackson, Jefferson, Leon, Liberty, Wakulla,  
Walton, Washington

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Wage Determination No.: 94-3033  
Revision No.: 2  
Division of Wage Determinations | Date of Last Revision: 10/07/2004

State(s): Florida

Areas: Florida COUNTIES OF Escambia, Okaloosa, and Santa Rosa

## ENVIRONMENTAL SERVICES MODIFICATION

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Wage Determination No.: 94-2123

Revision No.: 22

Division of Wage Determinations | Date of Last Revision: 06/17/2004

State(s): Florida

Areas: Florida COUNTIES OF Orange, Osceola, Seminole

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Wage Determination No.: 94-2125

Revision No.: 20

Division of Wage Determinations | Date of Last Revision: 05/27/2004

State(s): Florida

Areas- Florida COUNTIES OF Charlotte, De Soto, Hardee, Hernando, Highlands, Hillsborough, Lee, Manatee, Pasco, Pinellas, Polk, Sarasota

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Wage Determination No.: 94-2131

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 08/10/2004

State(s): Georgia

Areas: Georgia COUNTIES OF Atkinson, Baker, Ben Hill, Berrien, Brooks, Calhoun, Clinch, Coffee, Colquitt, Cook, Decatur, Dougherty, Echols, Grady, Irwin, Lanier, Lee, Lowndes, Mitchell, Randolph, Sumter, Terrell, Thomas, Tift, Turner, Ware, Worth

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Wage Determination No.: 94-2133

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 08/09/2004

State(s): Georgia

Areas: Georgia COUNTIES OF Banks, Barrow, Bartow, Butts, Carroll, Chatanooga, Cherokee, Clarke, Clayton, Cobb, Coweta, Dawson, De Kalb, Douglas, Fannin, Fayette, Floyd, Forsyth, Franklin, Fulton, Gilmer, Gordon, Greene, Gwinnett, Habersham, Hall, Haralson, Henry, Jackson, Lumpkin, Madison, Morgan, Murray, Newton, Oconee, Oglethorpe, Paulding, Pickens, Polk, Rabun, Rockdale, Spalding, Stephens, Towns, Union, Walton, White, Whitfield

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Wage Determination No.: 94-2135

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 08/10/2004

State(s): Georgia, South Carolina

Areas: Georgia COUNTIES OF Burke, Columbia, Elbert, Emanuel, Glascock, Hart, Jefferson, Jenkins, Lincoln, McDuffie, Richmond, Taliaferro, Warren, Wilkes  
South Carolina COUNTIES OF Aiken, Allendale, Bamberg, Barnwell, Edgefield, McCormick

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Wage Determination No.: 94-2137

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 08/19/2004

## ENVIRONMENTAL SERVICES MODIFICATION

State(s.): Alabama, Georgia

Areas: Alabama COUNTIES OF Chambers, Lee, Randolph, Russell  
Georgia COUNTIES OF Chattahoochee, Harris, Heard, Marion, Meriwether, Muscogee, Quitman, Schley, Stewart,  
Talbot, Taylor, Troup, Webster

Wage Determination No.: 94-2139

Revision No.: 29

Division of Wage Determination | Date of Last Revision: 08/06/2004

State(s): Georgia

Areas: Georgia COUNTIES OF Baldwin, Bibb, Bleckley, Crawford, Crisp, Dodge, Dooly, Hancock, Houston, Jasper,  
Johnson, Jones, Lamar, Laurens,  
Macon, Monroe, Montgomery, Peach, Pike, Pulaski, Putnam, Telfair, Treutlen, Twiggs, Upson, Washington, Wheeler,  
Wilcox, Wilkinson

Wage Determination No.: 94-2141

Revision No.: 29

Division of Wage Determinations | Date of Last Revision: 06/18/2004

State(s): Georgia, South Carolina

Areas: Georgia COUNTIES OF Appling, Bacon, Bryan, Bulloch, Candler, Chatham, Effingham, Evans, Jeff Davis,  
Liberty, Long, McIntosh, Screven, Tattnall, Toombs, Wayne  
South Carolina COUNTIES OF Hampton, Jasper

Wage Determination No.: 94-2147

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 07/22/2004

State(s): Guam, Northern Marianas

Areas: Guam Statewide  
Northern Marianas Statewide

Wage Determination No.: 94-2153

Revision No.: 34

Division of Wage Determinations | Date of Last Revision: 09/27/2004

State(s): Hawaii

Areas: Hawaii Statewide

Wage Determination No.: 94-2159

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 05/27/2004

State(s): Idaho

Areas: Idaho Statewide

ENVIRONMENTAL SERVICES MODIFICATION
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Wage Determination No.: 94-2165

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 08/09/2004

State(s): Illinois

Areas: Illinois COUNTIES OF Champaign, De Witt, Douglas, Edgar, Ford, McLean, Piatt, Vermilion

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Wage Determination No.: 94-2167

Revision No.: 27

Division of Wage Determinations | Date of Last Revision: 06/22/2004

State(s): Illinois

Areas: Illinois COUNTIES OF Cook, DeKalb, Du Page, Kane, Lake, Lee, McHenry,

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Wage Determination No.: 94-3005

Revision No.: 11

Division of Wage Determinations | Date of Last Revision: 08/10/2004

State(s): Illinois

Areas: Illinois COUNTIES OF Boone, Ogle, Stephenson, Winnebago

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Wage Determination No.: 94-2169

Revision No.: 22

Division of Wage Determinations | Date of Last Revision: 08/25/2004

State(s): Illinois

Areas: Illinois COUNTIES OF Christian, Clark, Coles, Crawford, Cumberland, Jasper, Macon, Moultrie, Shelby

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Wage Determination No.: 94-2171

Revision No.: 19

Division of Wage Determinations | Date of Last Revision: 06/22/2004

State(s): Illinois

Areas: Illinois COUNTIES OF Grundy, Iroquois, Kankakee, Kendall, La Salle Livingston, Will

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Wage Determination No.: 94-2173

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 08/02/2004

State(s): Illinois

Areas: Illinois COUNTIES OF Fulton, Hancock, Knox, McDonough, Marshall, Mason, Peoria, Putnam, Schuyler, Stark, Tazewell, Woodford



ENVIRONMENTAL SERVICES MODIFICATION
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Wage Determination No.: 94-2175

Revision No.: 27

Division of Wage Determinations | Date of Last Revision: 05/27/2004

State(s): Illinois, Iowa

Areas: Iowa COUNTIES OF Des Moines, Henry, Lee, Louisa, Muscatine, Scott  
Illinois COUNTIES OF Bureau, Carroll, Henderson, Henry, Jo. Daviess, Mercer, Rock Island, Warren, Whiteside

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Wage Determination No.: 94-2177

Revision No.: 21

Division of Wage Determinations | Date of Last Revision: 07/26/2004

State(s): Illinois

Areas: Illinois COUNTIES OF Adams, Brown, Cass, Greene, Logan, Macoupin, Menard, Montgomery, Morgan, Pike, Sangamon, Scott

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Wage Determination No.: 94-2183

Revision No.: 21

Division of Wage Determinations | Date of Last Revision: 08/05/2004

State(s): Illinois, Indiana

Areas: Illinois COUNTIES OF Edwards, Gallatin, Hardin, Lawrence, Richland, Wabash, White  
Indiana COUNTIES OF Brown, Crawford, Davies, Dubois, Gibson, Greene, Jackson, Knox, Lawrence, Martin, Monroe, Orange, Owen, Pike, Washington

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Wage Determination No.: 94-2185

Revision No.: 19

Division of Wage Determinations | Date of Last Revision: 08/10/2004

State(s): Indiana

Areas: Indiana COUNTIES OF Elkhart, Kosciusko

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Wage Determination No.: 94-2187

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 08/19/2004

State(s): Indiana, Kentucky, Tennessee

Areas: Indiana COUNTIES OF Perry, Posey, Spencer, Vanderburgh, Warrick  
Kentucky COUNTIES OF Butler, Caldwell, Christian, Crittenden, Daviess, Hancock, Henderson, Hopkins, Livingston, Logan, Lyon, McLean, Muhlenberg, Ohio, Todd, Trigg, Union, Warren, Webster  
Tennessee COUNTIES OF Montgomery, Stewart

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Wage Determination No.: 94-2189

Revision No.: 20

## ENVIRONMENTAL SERVICES MODIFICATION

Division of Wage Determinations | Date of Last Revision: 08/04/2004

State(s): Indiana, Ohio

Areas: Indiana COUNTIES OF Adams, Allen, Blackford, De Kalb, Grant, Huntington, Jay, Lagrange, Noble, Steuben, Wabash, Wells, Whitley  
Ohio COUNTIES OF Defiance, Paulding, Williams

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Wage Determination No.: 94-2191

Revision No.: 20

Division of Wage Determinations | Date of Last Revision: 06/22/2004

State(s): Indiana

Areas: Indiana COUNTIES OF Benton, Jasper, Lake, La Porte, Newton, Porter, Pulaski, Starke

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Wage Determination No.: 94-2193

Revision No.: 28

Division of Wage Determinations | Date of Last Revision: 06/17/2004

State(s): Indiana

Areas: Indiana COUNTIES OF Bartholomew, Boone, Clay, Decatur, Delaware, Fayette, Fountain, Hamilton, Hancock, Hendricks, Henry, Johnson, Madison, Marion, Montgomery, Morgan, Parke, Putnam, Rush, Shelby, Sullivan, Tippecanoe, Vermillion, Vigo, Warren

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Wage Determination No.: 94-2195

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 08/05/2004

State(s): Indiana

Areas: Indiana COUNTIES OF Carroll, Cass, Clinton, Fulton, Howard, Miami, Tipton, White

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Wage Determination No.: 94-2197

Revision No.: 21

Division of Wage Determinations | Date of Last Revision: 08/09/2004

State(s): Indiana

Areas: Indiana COUNTIES OF Marshall, Saint Joseph

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Wage Determination No.: 94-2203

Revision No.: 22

Division of Wage Determinations | Date of Last Revision: 06/17/2004

State(s) : Iowa

Areas: Iowa COUNTIES OF Allamakee, Benton, Black Hawk, Bremer, Buchanan, Butler, Cedar, Chickasaw, Clayton, Clinton, Delaware, Dubuque, Fayette, Floyd, Grundy, Howard, Iowa, Jackson, Jefferson, Johnson, Jones, Keokuk, Linn, Mitchell, Tama, Van Buren, Washington, Winneshiek

## ENVIRONMENTAL SERVICES MODIFICATION

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Wage Determination No.: 94-2205

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 06/18/2004

State(s): Iowa

Areas: Iowa COUNTIES OF Adair, Appanoose, Audubon, Boone, Calhoun, Carroll, Cerro Gordo, Clarke, Dallas, Davis, Decatur, Emmet, Franklin, Greene, Guthrie, Hamilton, Hancock, Hardin, Humboldt, Jasper, Kossuth, Lucas, Madison, Mahaska, Marion, Marshall, Monroe, Palo Alto, Pocahontas, Polk, Poweshiek, Ringgold, Story, Taylor, Union, Wapello, Warren, Wayne, Webster, Winnebago, Worth, Wright

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Wage Determination No.: 94-2211

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 09/27/2004

State(s): Johnston Island

Areas: Johnston Island Statewide

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Wage Determination No.: 94-2213

Revision No.: 32

Division of Wage Determinations | Date of Last Revision: 07/21/2004

State(s): Kansas

Areas: Kansas COUNTIES OF Brown, Clay, Cloud, Coffey, Dickinson, Geary, Jackson, Jefferson, Lyon, Marshall, Morris, Nemaha, Osage, Ottawa, Pottawatomie, Republic, Riley, Saline, Shawnee, Wabaunsee, Washington

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Wage Determination No.: 94-2215

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 05/27/2004

State(s): Kansas

Areas: Kansas COUNTIES OF Allen, Barber, Barton, Bourbon, Butler, Chase, Chautauqua, Cherokee, Cheyenne, Clark, Comanche, Cowley, Crawford, Decatur, Edwards, Elk, Ellis, Ellsworth, Finney, Ford, Gove, Graham, Grant, Gray, Greeley, Greenwood, Hamilton, Harper, Harvey, Haskell, Hodgeman, Jewell, Kearny, Kingman, Kiowa, Labette, Lane, Lincoln, Logan, McPherson, Marion, Meade, Mitchell, Montgomery, Morton, Neosho, Ness, Norton, Osborne, Pawnee, Phillips, Pratt, Rawlins, Reno, Rice, Rooks, Rush, Russell, Scott, Sedgwick, Seward, Sheridan, Sherman, Smith, Stafford, Stanton, Stevens, Sumner, Thomas, Trego, Wallace, Wichita, Wilson, Woodson

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Wage Determination No.: 94-2221

Revision No.: 28

Division of Wage Determinations | Date of Last Revision: 08/16/2004

State(s): Kentucky

Areas: Kentucky COUNTIES OF Anderson, Bath, Bell, Bourbon, Boyle, Breathitt, Casey, Clark, Clay, Estill, Fayette, Fleming, Franklin, Garrard,

## ENVIRONMENTAL SERVICES MODIFICATION

Green, Harlan, Harrison, Jackson, Jessamine, Knott, Knox, Laurel,  
Lee, Leslie, Letcher, Lincoln, McCreary, Madison, Marion, Menifee, Mercer, Montgomery, Morgan, Nicholas, Owen,  
Owsley, Perry, Powell, Pulaski, Robertson, Rockcastle, Rowan, Scott, Taylor, Washington, Wayne, Whitley, Wolfe,  
Woodford

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Wage Determination No.: 94-2223

Revision No.: 22

Division of Wage Determinations | Date of Last Revision: 07/08/2004

State(s): Indiana, Kentucky

Areas: Indiana COUNTIES OF Clark, Floyd, Harrison, Jefferson, Jennings, Scott  
Kentucky COUNTIES OF Breckinridge, Bullitt, Edmonson, Grayson, Hardin, Hart, Henry, Jefferson, Larue, Meade,  
Nelson, Oldham, Shelby, Spencer, Trimble

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Wage Determination No.: 94-2229

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 08/06/2004

State(s): Louisiana

Areas: Louisiana PARISHES OF Acadia, Allen, Avoyelles, Beauregard, Caldwell, Catahoula, Concordia, Evangeline,  
Franklin, Grant, La Salle, Natchitoches, Rapides, Sabine, Tensas, Vernon, Winn

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Wage Determination No.: 94-2231

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 06/25/2004

State(s): Louisiana

Areas: Louisiana PARISHES OF Ascension, Assumption, East Baton Rouge, East Feliciana, Iberia, Iberville,  
Livingston, Pointe Coupee,  
St Helena, Saint James, St Landry, St Martin, St Mary, Tangipahoa, West Baton Rouge, West Feliciana

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Wage Determination No.: 94-2233

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 08/06/2004

State(s): Louisiana

Areas: Louisiana PARISHES OF Jefferson, Lafourche, Orleans, Plaquemines, St Bernard, St Charles, Saint John The  
Baptist, St Tammany, Terrebonne, Washington

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Wage Determination No.: 94-2235

Revision No.: 27

Division of Wage Determinations | Date of Last Revision: 08/05/2004

State(s): Arkansas, Louisiana, Texas

Areas: Arkansas COUNTIES OF Columbia, Hempstead, Howard, Lafayette, Little River, Miller, Nevada, Sevier  
Louisiana PARISHES OF Bienville, Bossier, Caddo, Claiborne, De Soto, East Carroll, Jackson, Lincoln, Madison,  
Morehouse, Ouachita, Red River, Richland, Union, Webster, West Carroll  
Texas COUNTIES OF Bowie, Camp, Cass, Cherokee, Franklin, Gregg,

## ENVIRONMENTAL SERVICES MODIFICATION

Harrison, Marion, Morris, Panola, Red River, Rusk, Titus, Upshur

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Wage Determination No.: 94-2241

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 08/17/2004

State(s): Maine

Areas: Maine Statewide

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Wage Determination No.: 94-2247

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 05/27/2004

State(s): Maryland

Areas: Maryland COUNTIES OF Anne Arundel, Baltimore, Carroll, Harford, Howard, Baltimore City

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Wage Determination No.: 94-2249

Revision No.: 20

Division of Wage Determinations | Date of Last Revision: 05/27/2004

State(s): Maryland, Pennsylvania, Virginia

Areas: Maryland COUNTIES OF Allegany, Garrett, Washington

Pennsylvania COUNTY OF Franklin

Virginia COUNTIES OF Clarke, Culpeper, Frederick, Greene, Madison, Page, Rappahannock, Rockingham, Shenandoah, Warren

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Wage Determination No.: 94-2253

Revision No.: 19

Division of Wage Determinations | Date of Last Revision: 07/20/2004

State(s): Massachusetts, Rhode Island

Areas: Massachusetts COUNTIES OF Bristol, Norfolk, Worcester

Rhode Island COUNTY OF Providence

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Wage Determination No.: 94-2255

Revision No.: 22

Division of Wage Determinations | Date of Last Revision: 06/23/2004

State(s): Massachusetts

Areas: Massachusetts COUNTIES OF Bristol, Essex, Middlesex, Norfolk, Plymouth, Suffolk, Worcester

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Wage Determination No.: 94-2257

Revision No.: 19

Division of Wage Determinations | Date of Last Revision: 06/23/2004

## ENVIRONMENTAL SERVICES MODIFICATION

State(s): Massachusetts, New Hampshire

Areas: Massachusetts COUNTIES OF Essex  
New Hampshire COUNTIES OF Rockingham

Wage Determination No.: 94-2259

Revision No.: 18

Division of Wage Determinations | Date of Last Revision: 06/23/2004

State(s): Massachusetts

Areas: Massachusetts COUNTIES OF Barnstable, Bristol, Dukes, Nantucket, Norfolk, Plymouth

Wage Determination No.: 94-2261

Revision No.: 21

Division of Wage Determinations | Date of Last Revision: 06/23/2004

State(s): Massachusetts

Areas: This wage determination applies to the following counties in MASSACHUSETTS: BERKSHIRE, FRANKLIN, HAMPDEN, HAMPSHIRE, and WORCESTER Excluding the cities and towns in Boston, Worcester, Pawtucket-Woonsocket-Attleboro metropolitan areas listed below:

WORCESTER County: Auburn, Barre, Berlin, Blackstone, Bolton, Boylston, Brookfield, Charlton, Clinton, Douglas, Dudley, East Brookfield, Grafton, Harvard, Holden, Hopedale, Lancaster, Leicester, Mendon, Milford, Millbury, Millville, Northborough, Northbridge, North Brookfield, Oxford, Paxton, Princeton, Rutland, Shrewsbury, Southborough, Spencer, Sterling, Sutton, Upton, Uxbridge, Webster, Westborough, West Boylston, and Worcester.

Wage Determination No.: 94-2263

Revision No.: 20

Division of Wage Determinations | Date of Last Revision: 06/23/2004

State(s): Massachusetts

Areas: This wage determination applies WORCESTER County in MASSACHUSETTS Including only the cities and towns listed below:

WORCESTER County: Auburn, Berlin Town, Boylston Town, Brookfield Town, Charlton Town, East Brookfield Town, Grafton Town, Holden Town, Leicester Town, Millbury Town, Northborough Town, Northbridge Town, North Brookfield Town, Oxford Town, Paxton Town, Shrewsbury Town, Spencer Town, Sterling Town, Sutton Town, Upton Town, Uxbridge Town, Webster Town, Westborough Town, West Boylston Town, and Worcester City.

Wage Determination No.: 94-2269

Revision No.: 21

Division of Wage Determinations | Date of Last Revision: 06/23/2004

State(s): Michigan

Areas: Michigan COUNTIES OF Lenawee, Washtenaw

Wage Determination No.: 94-2271

Revision No.: 21

Division of Wage Determinations | Date of Last Revision: 08/02/2004

State(s): Michigan

Areas: Michigan COUNTIES OF Alcona, Alpena, Antrim, Arenac, Benzie,

## ENVIRONMENTAL SERVICES MODIFICATION

Charlevoix, Cheboygan, Crawford, Emmet, Grand Traverse, Iosco,  
Kalkaska, Leelanau, Manistee, Missaukee, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon,  
Wexford

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Wage Determination No.: 94-2273

Revision No.: 27

Division of Wage Determinations | Date of Last Revision: 06/23/2004

State(s): Michigan

Areas: Michigan COUNTIES OF Genesee, Lapeer, Macomb, Monroe, Oakland, St Clair, Wayne

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Wage Determination No.: 94-3011

Revision No.: 6

Division of Wage Determinations | Date of Last Revision: 06/23/2004

State(s): Michigan

Areas: Michigan COUNTIES OF Livingston

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Wage Determination No.: 94-2275

Revision No.: 21

Division of Wage Determinations | Date of Last Revision: 08/02/2004

State(s): Michigan

Areas: Michigan COUNTIES OF Bay, Clare, Clinton, Gladwin, Gratiot, Huron,  
Isabella, Lake, Mason, Mecosta, Midland, Montcalm, Muskegon, Newaygo, Oceana, Osceola, Saginaw, Sanilac,  
Shiawassee, Tuscola

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Wage Determination No.: 94-2277

Revision No.: 19

Division of Wage Determinations | Date of Last Revision: 07/09/2004

State(s): Michigan

Areas: Michigan COUNTIES OF Barry, Berrien, Branch, Calhoun, Cass, Eaton, Hillsdale, Ingham, Ionia, Jackson,  
Kalamazoo, Saint Joseph, Van Buren

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Wage Determination No.: 94-3029

Revision No.: 8

Division of Wage Determinations | Date of Last Revision: 08/04/2004

State(s): Michigan

Areas: Michigan COUNTIES OF Allegan, Kent, Ottawa

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Wage Determination No.: 94-2279

Revision No.: 19

Division of Wage Determinations | Date of Last Revision: 08/19/2004

## ENVIRONMENTAL SERVICES MODIFICATION

State(s): Michigan

Areas: Michigan COUNTIES OF Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon, Schoolcraft

Wage Determination No.: 94-2285

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 08/06/2004

State(s): Minnesota, Wisconsin

Areas: Minnesota COUNTIES OF Aitkin, Becker, Beltrami, Carlton, Cass, Clay, Clearwater, Cook, Crow Wing, Hubbard, Itasca, Kanabec, Kittson, Koochiching, Lake, Lake of The Woods, Mahnom, Marshall, Norman, Otter Tail, Pennington, Pine, Polk, Red Lake, Roseau, St Louis, Wadena, Wilkin  
Wisconsin COUNTIES OF Ashland, Bayfield, Burnett, Douglas, Iron, Price, Rusk, Sawyer, Taylor, Washburn

Wage Determination No.: 2287

Revision No.: 27

Division of Wage Determinations | Date of Last Revision: 07/23/2004

State(s): Minnesota, Wisconsin

Areas: Minnesota COUNTIES OF Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Washington, Wright  
Wisconsin COUNTIES OF Pierce, Polk, St Croix

Wage Determination No.: 94-2289

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 08/17/2004

State(s): Minnesota

Areas: Minnesota COUNTIES OF Benton, Big Stone, Blue Earth, Brown, Chippewa, Cottonwood, Dodge, Douglas, Faribault, Fillmore, Freeborn, Goodhue, Grant, Houston, Jackson, Kandiyohi, Lac Qui Parle, Le Sueur, Lincoln, Lyon, McLeod, Martin, Meeker, Mille Lacs, Morrison, Mower, Murray, Nicollet, Nobles, Olmsted, Pipestone, Pope, Redwood, Renville, Rice, Rock, Sherburne, Sibley, Stearns, Steele, Stevens, Swift, Todd, Traverse, Wabasha, Waseca, Watonwan, Winona, Yellow Medicine

Wage Determination No.: 94-2295

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 08/09/2004

State(s): Mississippi

Areas: Mississippi COUNTIES OF Alcorn, Bolivar, Calhoun, Carroll, Chickasaw, Choctaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Lowndes, Monroe, Montgomery, Noxubee, Oktibbeha, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tishomingo, Tunica, Union, Washington, Webster, Winston, Yalobusha

Wage Determination No.: 94-2297

Revision No.: 24



## ENVIRONMENTAL SERVICES MODIFICATION

Division of Wage Determinations | Date of Last Revision: 08/04/2004

State(s): Mississippi

Areas: Mississippi COUNTIES OF Adams, Amite, Attala, Claiborne, Copiah, Covington, Franklin, Hinds, Holmes, Humphreys, Issaquena, Jefferson, Jefferson Davis, Lamar, Lawrence, Leake, Lincoln, Madison, Marion, Pike, Rankin, Scott, Sharkey, Simpson, Smith, Walthall, Warren, Wilkinson, Yazoo

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Wage Determination No.: 94-2299

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 08/06/2004

State(s): Alabama, Mississippi

Areas: Alabama COUNTIES OF Sumter  
Mississippi COUNTIES OF Clarke, Forrest, Greene, Jasper, Jones, Kemper, Lauderdale, Neshoba, Newton, Perry, Wayne

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Wage Determination No.: 94-2301

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 09/30/2004

State(s): Mississippi

Areas: Mississippi COUNTIES OF George, Hancock, Harrison, Jackson, Pearl River, Stone

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Wage Determination No.: 94-2307

Revision No.: 28

Division of Wage Determinations | Date of Last Revision: 12/09/2004

State(s): Kansas, Missouri

Areas: Kansas COUNTIES OF Anderson, Atchison, Doniphan, Douglas, Franklin, Johnson, Leavenworth, Linn, Miami, Wyandotte  
Missouri COUNTIES OF Adair, Andrew, Atchison, Bates, Buchanan, Caldwell, Carroll, Cass, Chariton, Clay, Clinton, Cooper, Daviess, De Kalb, Gentry, Grundy, Harrison, Henry, Holt, Howard, Jackson, Johnson, Lafayette, Linn, Livingston, Macon, Mercer, Nodaway, Pettis, Platte, Putnam, Ray, Saline, Schuyler, Sullivan, Worth

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Wage Determination No.: 94-2309

Revision No.: 30

Division of Wage Determinations | Date of Last Revision: 08/05/2004

State(s): Illinois, Missouri

Areas: Illinois COUNTIES OF Alexander, Bond, Calhoun, Clay, Clinton, Effingham, Fayette, Franklin, Hamilton, Jackson, Jefferson, 'Jersey, Johnson, Madison, Marion, Massac, Monroe, Perry, Pope, Pulaski, Randolph, St Clair, Saline, Union, Washington, Wayne, Williamson  
Missouri COUNTIES OF Audrain, Boone, Callaway, Clark, Cole, Crawford, Franklin, Gasconade, Jefferson, Knox, Lewis, Lincoln, Marion, Monroe, Montgomery, Osage, Pike, Ralls, Randolph, St Charles, Ste Genevieve, St Francois, St Louis, Scotland, Shelby, Warren, Washington

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## ENVIRONMENTAL SERVICES MODIFICATION

Wage Determination No.: 94-2311

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 07/22/2004

State(s): Missouri

Areas: Missouri COUNTIES OF Barry, Barton, Benton, Bollinger, Butler, Camden, Cape Girardeau, Carter, Cedar, Christian, Dade, Dallas, Dent, Douglas, Dunklin, Greene, Hickory, Howell, Iron, Jasper, Laclede, Lawrence, McDonald, Madison, Maries, Miller, Mississippi, Moniteau, Morgan, New Madrid, Newton, Oregon, Ozark, Pemiscot, Perry, Phelps, Polk, Pulaski, Reynolds, Ripley, St Clair, Scott, Shannon, Stoddard, Stone, Taney, Texas, Vernon, Wayne, Webster, Wright

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Wage Determination No.: 94-2317

Revision No.: 20

Division of Wage Determinations | Date of Last Revision: 07/26/2004

State(s): Montana

Areas: Montana Statewide

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Wage Determination No.: 94-2323

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 08/18/2004

State(s): Nebraska

Areas: Nebraska COUNTIES OF Adams, Antelope, Arthur, Blaine, Boone, Boyd, Brown, Buffalo, Chase, Cherry, Clay, Custer, Dawson, Dundy, Fillmore, Franklin, Frontier, Furnas, Garfield, Gosper, Grant, Greeley, Hall, Hamilton, Harlan, Hayes, Hitchcock, Holt, Hooker, Howard, Jefferson, Kearney, Keith, Keya Paha, Knox, Lincoln, Logan, Loup, McPherson, Merrick, Nance, Nuckolls, Perkins, Phelps, Platte, Polk, Red Willow, Rock, Saline, Seward, Sherman, Thayer, Thomas, Valley, Webster, Wheeler, York

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Wage Determination No.: 94-2325

Revision No.: 28

Division of Wage Determinations | Date of Last Revision: 08/10/2004

State(s): Iowa, Nebraska

Areas: Iowa COUNTIES OF Adams, Buena Vista, Cass, Cherokee, Clay, Crawford, Dickinson, Fremont, Harrison, Ida, Lyon, Mills, Monona, Montgomery, Obrien, Osceola, Page, Plymouth, Pottawattamie, Sac, Shelby, Sioux, Woodbury  
Nebraska COUNTIES OF Burt, Butler, Cass, Cedar, Colfax, Cuming, Dakota, Dixon, Dodge, Douglas, Gage, Johnson, Lancaster, Madison, Nemaha, Otoe, Pawnee, Pierce, Richardson, Sarpy, Saunders, Stanton, Thurston, Washington, Wayne

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Wage Determination No.: 94-2331

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 12/16/2004

State(s): Arizona, Nevada

Areas: Arizona COUNTIES OF Mohave  
Nevada COUNTIES OF Clark, Esmeralda, Lincoln, Nye

ENVIRONMENTAL SERVICES MODIFICATION
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Wage Determination No.: 94-2333

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 09/15/2004

State(s): California, Nevada

Areas: California COUNTIES OF Lassen, Mono  
Nevada All COUNTIES except Clark, Esmeralda, Lincoln, Nye

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Wage Determination No.: 94-2339

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 06/28/2004

State(s): New Hampshire

Areas: New Hampshire ALL COUNTIES except Rockingham (See 94-2257)

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Wage Determination No.: 94-2345

Revision No.: 19

Division of Wage Determinations | Date of Last Revision: 08/02/2004

State(s): New Jersey

Areas: New Jersey COUNTIES OF Atlantic, Cape May, Cumberland

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Wage Determination No.: 94-2347

Revision No.: 17

Division of Wage Determinations | Date of Last Revision: 08/06/2004

State(s): New Jersey

Areas: New Jersey COUNTIES OF Bergen, Passaic

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Wage Determination No.: 94-2349

Revision No.: 20

Division of Wage Determinations | Date of Last Revision: 08/06/2004

State(s): New Jersey

Areas: New Jersey COUNTIES OF Hunterdon, Middlesex, Somerset, Warren

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Wage Determination No.: 94-2351

Revision No.: 20

Division of Wage Determinations | Date of Last Revision: 08/06/2004

State(s): New Jersey

Areas: New Jersey COUNTIES OF Monmouth, Ocean

## ENVIRONMENTAL SERVICES MODIFICATION

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Wage Determination No.: 94-2353

Revision No.: 20

Division of Wage Determinations | Date of Last Revision: 08/06/2004

State(s): New Jersey

Areas: New Jersey COUNTIES OF Essex, Hudson, Morris, Sussex, Union

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Wage Determination No.: 94-2355

Revision No.: 18

Division of Wage Determinations | Date of Last Revision: 08/11/2004

State(s): New Jersey

Areas: New Jersey COUNTY OF Mercer

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Wage Determination No.: 94-2361

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 08/23/2004

State(s): New Mexico

Areas: New Mexico COUNTIES OF Bernalillo, Catron, Cibola, Colfax, De Baca, Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, Sandoval, San Juan, San Miguel, Santa Fe, Socorro, Taos, Torrance, Valencia

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Wage Determination No.: 94-2367

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 08/10/2004

State(s): New York

Areas: New York COUNTIES OF Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

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Wage Determination No.: 94-2371

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 07/21/2004

State(s): New York

Areas: New York COUNTIES OF Allegany, Cattaraugus, Chautauqua, Erie, Niagara, Wyoming

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Wage Determination No.: 94-2373

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 08/06/2004

State(s): New York

Areas: New York COUNTIES OF Nassau, Suffolk

ENVIRONMENTAL SERVICES MODIFICATION
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Wage Determination No.: 94-2375

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 08/06/2004

State(s): New York

Areas: New York COUNTIES OF Bronx, Kings, New York, Putnam, Queens, Richmond, Rockland, Westchester  
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Wage Determination No.: 94-2377

Revision No.: 20

Division of Wage Determinations | Date of Last Revision: 08/12/2004

State (s) : New York

Areas: New York COUNTIES OF Clinton, Essex, Franklin, Jefferson, Lewis, St Lawrence  
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Wage Determination No.: 94-2379

Revision No.: 22

Division of Wage Determinations | Date of Last Revision: 08/06/2004

State(s): New York

Areas: New York COUNTIES OF Delaware, Dutchess, Orange, Sullivan, Ulster  
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Wage Determination No.: 94-2381

Revision No.: 29

Division of Wage Determinations | Date of Last Revision: 08/06/2004

State(s): New York

Areas: New York COUNTIES OF Genesee, Livingston, Monroe, Ontario, Orleans, Schuyler, Seneca, Steuben, Wayne, Yates  
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Wage Determination No.: 94-2383

Revision No.: 21

Division of Wage Determinations | Date of Last Revision: 06/28/2004

State(s): New York

Areas: New York COUNTIES OF Broome, Cayuga, Chemung, Chenango, Cortland, Hamilton, Herkimer, Madison, Oneida, Onondaga, Oswego, Otsego, Tioga, Tompkins  
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Wage Determination No.: 94-2389

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 07/22/2004

State(s): North Carolina

Areas: North Carolina COUNTIES OF Alleghany, Ashe, Avery, Buncombe, Burke, Caldwell, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, McDowell, Macon, Madison, Mitchell, Polk, Rutherford, Swain, Transylvania, Watauga, Yancey  
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Wage Determination No.: 94-2391

## ENVIRONMENTAL SERVICES MODIFICATION

Revision No.: 20

Division of Wage Determinations | Date of Last Revision: 08/18/2004

State(s): North Carolina, South Carolina

Areas: North Carolina COUNTIES OF Alexander, Anson, Cabarrus, Catawba, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, Union, Wilkes  
South Carolina COUNTIES OF Chesterfield, Lancaster, York

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Wage Determination No.: 94-2393

Revision No.: 27

Division of Wage Determinations | Date of Last Revision: 08/10/2004

State(s): North Carolina, South Carolina

Areas: North Carolina COUNTIES OF Beaufort, Bladen, Brunswick, Carteret, Columbus, Craven, Cumberland, Dare, Duplin, Greene, Harnett, Hoke, Hyde, Johnston, Jones, Lee, Lenoir, Martin, Moore, New Hanover, Onslow, Pamlico, Pender, Pitt, Richmond, Robeson, Sampson, Scotland, Tyrrell, Washington, Wayne, Wilson  
South Carolina COUNTIES OF Dillon, Horry, Marion, Marlboro

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Wage Determination No.: 94-2397

Revision No.: 22

Division of Wage Determinations | Date of Last Revision: 06/17/2004

States: North Carolina

Areas: North Carolina COUNTIES OF Alamance, Caswell, Chatham, Davidson, Davie, Forsyth, Guilford, Montgomery, Randolph, Rockingham, Stokes, Surry, Yadkin

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Wage Determination No.: 94-2401

Revision No.: 29

Division of Wage Determinations | Date of Last Revision: 08/30/2004

State(s): North Carolina

Areas: North Carolina COUNTIES OF Bertie, Durham, Edgecombe, Franklin, Granville, Halifax, Hertford, Nash, Northampton, Orange, Person, Vance, Wake, Warren

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Wage Determination No.: 94-2407

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 08/30/2004

State(s): North Dakota

Areas: North Dakota Statewide

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Wage Determination No.: 94-2413

Revision No.: 21

Division of Wage Determinations | Date of Last Revision: 06/17/2004

State(s): Indiana, Kentucky, Ohio

## ENVIRONMENTAL SERVICES MODIFICATION

Areas: Indiana COUNTIES OF Dearborn, Franklin, Ohio, Ripley, Switzerland Kentucky COUNTIES OF Boone, Bracken, Campbell, Carroll, Gallatin, Grant, Kenton, Mason, Pendleton  
Ohio COUNTIES OF Brown, Butler, Clermont, Hamilton, Warren

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Wage Determination No.: 94-2415

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 06/21/2004

State(s): Ohio

Areas: Ohio COUNTIES OF Ashland, Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain, Medina, Portage, Richland, Stark, Summit, Wayne

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Wage Determination No.: 94-3013

Revision No.: 8

Division of Wage Determinations | Date of Last Revision: 08/02/2004

State(s): Ohio

Areas: Ohio COUNTIES OF Carroll, Mahoning, Trumbull

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Wage Determination No.: 94-2417

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 08/25/2004

State(s): Ohio

Areas: Ohio COUNTIES OF Coshocton, Crawford, Delaware, Fairfield, Fayette, Franklin', Guernsey, Holmes, Knox, Licking, Madison, Marion, Morrow, Muskingum, Perry, Pickaway, Union

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Determination No.: 94-2419

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 09/10/2004

State(s): Indiana, Ohio

Areas: Indiana COUNTIES OF Randolph, Union, Wayne  
Ohio COUNTIES OF Champaign, Clark, Clinton, Darke, Greene, Logan, Miami, Montgomery, Preble, Shelby

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Wage Determination No.: 94-2421

Revision No.: 18

Division of Wage Determinations | Date of Last Revision: 07/15/2004

State (s) : Ohio

Areas: Ohio COUNTIES OF Allen, Auglaize, Hancock, Hardin, Mercer, Putnam, Van Wert, Wyandot

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Wage Determination No.: 94-2423

Revision No.: 20

Division of Wage Determinations | Date of Last Revision: 09/16/2004

State(s): Ohio

## ENVIRONMENTAL SERVICES MODIFICATION

Areas: Ohio COUNTIES OF Adams, Athens, Gallia, Highland, Hocking, Jackson, Lawrence, Meigs, Pike, Ross, Scioto, Vinton

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Wage Determination No.: 94-2425

Revision No.: 19

Division of Wage Determinations    Date of Last Revision: 08/10/2004

State(s): Ohio

Areas: Ohio COUNTIES OF Fulton, Henry, Lucas, Ottawa, Sandusky, Seneca, Wood

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Wage Determination No.: 94-2431

Revision No.: 23

Division of Wage Determinations:    Date of Last Revision: 07/09/2004

State(s): Oklahoma

Areas: Oklahoma COUNTIES OF Alfalfa, Atoka, Beckham, Blaine, Bryan, Caddo, Canadian, Carter, Cleveland, Coal, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Harper, Hughes, Johnston, Kingfisher, Lincoln, Logan, Love, McClain, Major, Marshall, Murray, Noble, Oklahoma, Payne, Pontotoc, Pottawatomie, Roger Mills, Seminole, Washita, Woods, Woodward

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Wage Determination No.: 94-2433

Revision No.: 30

Division of Wage Determinations |    Date of Last Revision: 08/18/2004

State(s): Oklahoma

Areas: Oklahoma COUNTIES OF Adair, Cherokee, Choctaw, Craig, Creek, Delaware, Haskell, Kay, Latimer, Le Flore, McCurtain, McIntosh, Mayes, Muskogee, Nowata, Okfuskee, Okmulgee, Osage, Ottawa, Pawnee, Pittsburg, Pushmataha, Rogers, Sequoyah, Tulsa, Wagoner, Washington

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Wage Determination No.: 94-2439

Revision No.: 23

Division of Wage Determinations |    Date of Last Revision: 08/09/2004

State(s): Oregon

Areas: Oregon COUNTIES OF Benton, Coos, Crook, Curry, Deschutes, Douglas, Jackson, Jefferson, Josephine, Klamath, Lake, Lane, Lincoln, Linn

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Wage Determination No.: 94-2441

Revision No.: 23

Division of Wage Determinations |    Date of Last Revision: 08/09/2004

State(s): Oregon, Washington

Areas: Oregon COUNTIES OF Clackamas, Clatsop, Columbia, Gilliam, Hood River, Marion, Multnomah, Polk, Sherman, Tillamook, Wasco, Washington, Yamhill  
Washington COUNTIES OF Clark, Cowlitz, Klickitat, Pacific, Skamania, Wahkiakum

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Wage Determination No.: 94-2447



ENVIRONMENTAL SERVICES MODIFICATION
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Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 09/23/2004

State(s): Pennsylvania

Areas: Pennsylvania COUNTIES OF Berks, Cumberland, Dauphin, Juniata, Lancaster, Lebanon, Mifflin, Montour, Northumberland, Perry, Snyder, Union

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Wage Determination No.: 94-2449

Revision No.: 19

Division of Wage Determinations | Date of Last Revision: 09/10/2004

State(s): New Jersey, Pennsylvania

Areas: New Jersey COUNTIES OF Burlington, Camden, Gloucester  
Pennsylvania COUNTIES OF Bucks, Chester, Delaware, Lehigh, Montgomery, Northampton, Philadelphia

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Wage Determination No.: 94-2451

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 08/04/2004

State(s): Ohio, Pennsylvania

Areas: Ohio COUNTIES OF Belmont, Harrison, Jefferson, Tuscarawas  
Pennsylvania COUNTIES OF Allegheny, Armstrong, Beaver, Bedford, Blair, Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Fayette, Forest, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lawrence, McKean, Mercer, Potter, Somerset, Venango, Warren, Washington, Westmoreland

-----  
Wage Determination No.: 94-2453

Revision No.: 19

Division of Wage Determinations | Date of Last Revision: 07/22/2004

State(s): Pennsylvania

Areas: Pennsylvania COUNTIES OF Bradford, Carbon, Columbia, Lackawanna, Luzerne, Lycoming, Monroe, Pike, Schuylkill, Sullivan, Susquehanna, Tioga, Wayne, Wyoming

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Wage Determination No.: 94-2455

Revision No.: 22

Division of Wage Determinations | Date of Last Revision: 07/09/2004

State(s): Pennsylvania

Areas: Pennsylvania COUNTIES OF Adams, York

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Wage Determination No. 94-2461

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 10/21/2004

State(s): Puerto Rico

Areas: Puerto Rico Statewide

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Wage Determination No.: 94-2467

Revision No.: 27

Division of Wage Determinations | Date of Last Revision: 08/11/2004

State(s): Rhode Island

## ENVIRONMENTAL SERVICES MODIFICATION

Areas: Rhode Island ALL COUNTIES Except Providence (See 94-2253)

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Wage Determination No.: 94-2473

Revision No.: 29

Division of Wage Determinations | Date of Last Revision: 08/04/2004

State(s): South Carolina

Areas: South Carolina COUNTIES OF Beaufort, Berkeley, Charleston, Colleton, Dorchester, Georgetown, Williamsburg

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Wage Determination No.: 94-2475

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 09/20/2004

State(s): South Carolina

Areas: South Carolina COUNTIES OF Calhoun, Chester, Clarendon, Fairfield, Kershaw, Lexington, Newberry, Orangeburg, Richland, Saluda, Sumter

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Wage Determination No.: 94-2477

Revision No.: 22

Division of Wage Determinations | Date of Last Revision: 08/12/2004

State(s): South Carolina

Areas: South Carolina COUNTIES OF Darlington, Florence, Lee

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Wage Determination No.: 94-2479

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 08/02/2004

State(s): South Carolina

Areas: South Carolina COUNTIES OF Abbeville, Anderson, Cherokee, Greenville, Greenwood, Laurens, Oconee, Pickens, Spartanburg, Union

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Wage Determination No.: 94-2485

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 08/25/2004

State(s): South Dakota

Areas: South Dakota COUNTIES OF Bennett, Butte, Corson, Custer, Dewey, Fall River, Gregory, Haakon, Harding, Jackson, Jones, Lawrence, Lyman, Meade, Mellette, Pennington, Perkins, Shannon, Stanley, Todd, Tripp, Ziebach

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Wage Determination No.: 94-3025

Revision No.: 13

Division of Wage Determinations | Date of Last Revision: 08/10/2004

State(s): South Dakota

## ENVIRONMENTAL SERVICES MODIFICATION

Areas: South Dakota COUNTIES OF Aurora, Beadle, Bon Homme, Brookings, Brown, Brule, Buffalo, Campbell, Charles Mix, Clark, Clay, Codington, Davison, Day, Deuel, Douglas, Edmunds, Faulk, Grant, Hamlin, Hand, Hanson, Hughes, Hutchinson, Hyde, Jerauld, Kingsbury, Lake, Lincoln, Marshall, McCook, McPherson, Miner, Minnehaha, Moody, Potter, Roberts, Sanborn, Spink, Sully, Turner, Union, Walworth, Yankton

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Wage Determination No.: 94-2491

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 08/25/2004

State(s): Georgia, Tennessee

Areas: Georgia COUNTIES OF Catoosa, Dade, Walker  
Tennessee COUNTIES OF Bledsoe, Bradley, Coffee, Franklin, Grundy,  
Hamilton, McMinn, Marion, Meigs, Polk, Rhea, Sequatchie, Van Buren

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Wage Determination No.: 94-2493

Revision No.: 20

Division of Wage Determinations | Date of Last Revision: 08/04/2004

State(s): Tennessee

Areas: Tennessee COUNTIES OF Anderson, Blount, Campbell, Claiborne,  
Cumberland, Fentress, Grainger, Hamblen, Jefferson, Knox, Loudon, Monroe, Morgan, Pickett, Roane, Scott, Sevier,  
Union

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Wage Determination No.: 94-2495

Revision No.: 27

Division of Wage Determinations | Date of Last Revision: 08/11/2004

State(s) : Arkansas, Kentucky, Mississippi, Tennessee

Areas: Arkansas COUNTIES OF Craighead, Crittenden, Cross, Lee, Mississippi, Poinsett, St Francis  
Kentucky COUNTIES OF Ballard, Calloway, Carlisle, Fulton, Graves, Hickman, McCracken, Marshall  
Mississippi COUNTIES OF Benton, De Soto, Marshall, Tippah  
Tennessee COUNTIES OF Benton, Carroll, Chester, Crockett, Decatur,  
Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Lake, Lauderdale, McNairy, Madison, Obion,  
Shelby, Tipton, Weakley

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Wage Determination No.: 94-2497

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 06/28/2004

State(s): Kentucky, Tennessee

Areas: Kentucky COUNTIES OF Adair, Allen, Barren, Clinton, Cumberland, Metcalfe, Monroe, Russell, Simpson  
Tennessee COUNTIES OF Bedford, Cannon, Cheatham, Clay, Davidson,  
De Kalb, Dickson, Hickman, Houston, Humphreys, Jackson, Lewis, Macon, Marshall, Maury, Perry, Putnam,  
Robertson, Rutherford, Smith, Sumner, Trousdale, Warren, White, Williamson, Wilson

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Wage Determination No.: 94-2449

Revision No.: 22

Division of Wage Determinations | Date of Last Revision: 08/05/2004

State(s): Tennessee, Virginia

## ENVIRONMENTAL SERVICES MODIFICATION

Areas: Tennessee COUNTIES OF Carter, Cocke, Greene, Hancock, Hawkins, Johnson, Sullivan, Unicoi, Washington  
Virginia COUNTIES OF Buchanan, Dickenson, Grayson, Lee, Russell, Scott, Smyth, Tazewell, Washington, Wise

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Wage Determination No.: 94-2503

Revision No.: 21

Division of Wage Determinations | Date of Last Revision: 08/04/2004

State(s): Texas

Areas: Texas COUNTIES OF Bastrop, Blanco, Burleson, Burnet, Caldwell,  
Fayette, Hays, Lampasas, Lee, Llano, Mason, Milam, San Saba, Travis, Williamson

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Wage Determination No.: 94-2505

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 08/17/2004

State(s): Louisiana, Texas

Areas: Louisiana PARISHES OF Calcasieu, Cameron, Jefferson Davis, Lafayette, Vermilion  
Texas COUNTIES OF Angelina, Hardin, Jasper, Jefferson, Nacogdoches, Newton, Orange, Polk, Sabine, San  
Augustine, Shelby, Tyler

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Wage Determination No.: 94-2507

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 08/10/2004

State(s): Texas

Areas: Texas COUNTIES OF Aransas, Bee, Calhoun, Goliad, Jim Wells, Kleberg, Live Oak, Nueces, Refugio, San  
Patricio, Victoria

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Wage Determination No.: 94-2509

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 08/04/2004

State(s): Texas

Areas: Texas COUNTIES OF Collin, Cooke, Dallas, Delta, Denton, Ellis,  
Fannin, Grayson, Henderson, Hopkins, Hunt, Kaufman, Lamar, Navarro, Rains, Rockwall, Smith, Van Zandt, Wood

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Wage Determination No.: 94-2511

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 07/21/2004

State(s): New Mexico, Texas

Areas: New Mexico COUNTIES OF Chaves, Dona Ana, Eddy, Grant, Hidalgo, Lincoln, Luna, Otero, Sierra  
Texas COUNTIES OF Culberson, El Paso, Hudspeth

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Wage Determination No.: 94-2513

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 08/04/2004

State(s): Texas

## ENVIRONMENTAL SERVICES MODIFICATION

Areas: Texas COUNTIES OF Erath, Hood, Jack, Johnson, Montague, Palo Pinto, Parker, Somervell, Tarrant, Wise

Wage Determination No.: 94-2515

Revision No.: 30

Division of Wage Determinations | Date of Last Revision: 08/10/2004

State(s): Texas

Areas: Texas COUNTIES OF Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

Wage Determination No.: 94-2517

Revision No.: 27

Division of Wage Determinations | Date of Last Revision: 07/23/2004

State(s): New Mexico, Oklahoma, Texas

Areas:, New Mexico COUNTIES OF Curry, Lea, Quay, Roosevelt, Union  
Oklahoma COUNTIES OF Beaver, Cimarron, Texas  
Texas COUNTIES OF Andrews, Armstrong, Bailey, Borden, Brewster, Briscoe, Brown, Callahan, Carson, Castro, Childress, Cochran, Coke, Coleman, Coilingsworth, Comanche, Concho, Cottle, Crane, Crockett, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Eastland, Ector, Fisher, Floyd, Foard, Gaines, Garza, Glasscock, Gray, Hale, Hall, Hansford, Hardeman, Hartley, Haskell, Hemphill, Hockley, Howard, Hutchinson, Irion, Jeff Davis, Jones, Kent, Kimble, King, Knox, Lamb, Lipscomb, Loving, Lubbock, Lynn, McCulloch, Martin, Menard, Midland, Mitchell, Moore, Motley, Nolan, Ochiltrie, Oldham, Parmer, Pecos, Potter, Presidio, Randall, Reagan, Reeves, Roberts, Runnels, Schleicher, Scurry, Shackelford, Sherman, Stephens, Sterling, Stonewall, Sutton, Swisher, Taylor, Terrell, Terry, Throckmorton, Tom Green, Upton, Ward, Wheeler, Winkler, Yoakum, Young

Wage Determination No.: 94-2519

Revision No.: 21

Division of Wage Determinations | Date of Last Revision: 08/04/2004

State(s): Texas

Areas: Texas COUNTIES OF Brooks, Cameron, Dimmit, Duval, Frio, Hidalgo, Jim Hogg, Kenedy, La Salle, Maverick, Starr, Webb, Willacy, Zapata, Zavala

Wage Determination No.: 94-2521

Revision No.: 27

Division of Wage Determinations | Date of Last Revision: 07/16/2004

State(s): Texas

Areas: Texas COUNTIES OF Atascosa, Bandera, Bexar, Comal, De Witt, Edwards, Gillespie, Gonzales, Guadalupe, Karnes, Kendall, Kerr, Kinney, McMullen, Medina, Real, Uvalde, Val Verde, Wilson

Wage Determination No.: 94-2523

Revision No.: 22

Division of Wage Determinations | Date of Last Revision: 09/02/2004

State(s): Texas

Areas: Texas COUNTIES OF Anderson, Bell, Bosque, Brazos, Coryell, Falls, Freestone, Hamilton, Hill, Leon, Limestone, McLennan, Mills, Robertson

Wage Determination No.: 94-2525

## ENVIRONMENTAL SERVICES MODIFICATION

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 07/23/2004

State(s): Oklahoma, Texas

Areas: Oklahoma COUNTIES OF Comanche, Cotton, Greer, Harmon, Jackson, Jefferson, Kiowa, Stephens, Tillman  
Texas COUNTIES OF Archer, Baylor, Clay, Wichita, Wilbarger

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Wage Determination No.: 94-2531

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 08/25/2004

State(s): Utah

Areas: Utah Statewide

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Wage Determination No.: 94-2537

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 06/28/2004

State(s): Vermont

Areas: Vermont Statewide

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Wage Determination No.: 94-2543

Revision No.: 36

Division of Wage Determinations | Date of Last Revision: 11/10/2004

State(s): North Carolina, Virginia

Areas: North Carolina COUNTIES OF Camden, Chowan, Currituck, Gates, Pasquotank, Perquimans  
Virginia COUNTIES OF Gloucester, Isle of Wight, James City, Mathews, Southampton, Surry, York, Chesapeake,  
Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach, Williamsburg

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Wage Determination No.: 94-2545

Revision No.: 24

Division of Wage Determinations | Date of Last Revision: 08/04/2004

State(s): Virginia

Areas: Virginia COUNTIES OF Albemarle, Amelia, Brunswick, Buckingham, Caroline, Charles City, Charlotte,  
Charlottesville, Chesterfield, Colonial Heights, Cumberland, Dinwiddie, Essex, Fluvanna, Goochland, Greenville,  
Hanover, Henrico, King and Queen, King William, Lancaster, Louisa, Lunenburg, Mecklenburg, Middlesex, New  
Kent, Northumberland, Nottoway, Orange, Powhatan, Prince Edward, Prince George, Richmond, Sussex,  
Westmoreland, Hopewell, Petersburg

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Wage Determination No.: 94-2547

Revision No.: 20

Division of Wage Determinations | Date of Last Revision: 06/18/2004

State(s): Virginia

Areas: Virginia COUNTIES OF Alleghany, Amherst, Appomattox, Augusta, Bath,  
Bedford, Bland, Botetourt, Campbell, Carroll, Craig, Floyd, Franklin, Giles, Halifax, Henry, Highland, Montgomery,  
Nelson, Patrick, Pittsylvania, Pulaski, Roanoke, Rockbridge, Wythe

ENVIRONMENTAL SERVICES MODIFICATION
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Wage Determination No.: 94-2553

Revision No.: 22

Division of Wage Determinations | Date of Last Revision: 07/16/2004

State(s): Virgin Islands

Areas: Virgin Islands Statewide

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Wage Determination No.: 94-2559

Revision No.: 25

Division of Wage Determinations | Date of Last Revision: 08/02/2004

State(s): Washington

Areas: Washington COUNTIES OF Clallam, Grays Harbor, Jefferson, Kitsap, Mason

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Wage Determination No.: 94-2561

Revision No.: 30

Division of Wage Determinations | Date of Last Revision: 09/09/2004

State(s): Washington

Areas: Washington COUNTIES OF Island, San Juan, Skagit

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Wage Determination No.: 94-2563

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 09/09/2004

State(s): Washington

Areas: Washington COUNTIES OF King, Snohomish, Whatcom

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Wage Determination No.: 94-2565

Revision No.: 21

Division of Wage Determinations | Date of Last Revision: 09/02/2004

State(s): Washington

Areas: Washington COUNTIES OF Adams, Asotin, Chelan, Columbia, Douglas,  
Ferry, Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Whitman

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Wage Determination No.: 94-2567

Revision No.: 27

Division of Wage Determinations | Date of Last Revision: 09/20/2004

State(s): Washington

Areas: Washington COUNTIES OF Lewis, Pierce, Thurston

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Wage Determination No.: 94-2569

Revision No.: 22

Division of Wage Determinations | Date of Last Revision: 08/09/2004

## ENVIRONMENTAL SERVICES MODIFICATION

State(s): Oregon, Washington

Areas: Oregon COUNTIES OF Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler  
Washington COUNTIES OF Benton, Franklin, Walla Walla, Yakima

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Wage Determination No.: 94-2573

Revision No.: 22

Division of Wage Determinations | Date of Last Revision: 05/27/2004

State(s): Kentucky, Ohio, West Virginia

Areas: Kentucky COUNTIES OF Boyd, Carter, Elliott, Floyd, Greenup, Johnson, Lawrence, Lewis, Magoffin, Martin, Pike

Ohio COUNTIES OF Monroe, Morgan, Noble, Washington

West Virginia ALL COUNTIES EXCEPT Berkley and Jefferson

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Wage Determination No.: 94-3017

Revision No.: 7

Division of Wage Determinations | Date of Last Revision: 05/27/2004

State(s): West Virginia

Areas: West Virginia COUNTIES OF Berkley, Jefferson

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Wage Determination No.: 94-2575

Revision No.: 21

Division of Wage Determinations | Date of Last Revision: 08/12/2004

State(s): Wisconsin

Areas: Wisconsin COUNTIES OF Brown, Calumet, Door, Florence, Fond Du Lac, Forest, Green Lake, Kewaunee, Langlade, Lincoln, Manitowoc, Marathon, Marinette, Marquette, Menominee, Oconto, Oneida, Outagamie, Portage, Shawano, Sheboygan, Vilas, Waupaca, Waushara, Winnebago

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Wage Determination No.: 94-2577

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 10/13/2004

State(s): Wisconsin

Areas: Wisconsin COUNTIES OF Adams, Barron, Buffalo, Chippewa, Clark, Crawford, Dunn, Eau Claire, Grant, Jackson, Juneau, La Crosse, Monroe, Pepin, Richland, Trempealeau, Vernon, Wood

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Wage Determination No.: 94-2579

Revision No.: 21

Division of Wage Determinations | Date of Last Revision: 08/06/2004

State(s): Wisconsin

Areas: Wisconsin COUNTIES OF Columbia, Dane, Dodge, Green, Iowa, Jefferson, Lafayette, Rock, Sauk

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Wage Determination No.: 94-2581

Revision No.: 26

Division of Wage Determinations | Date of Last Revision: 09/30/2004



## ENVIRONMENTAL SERVICES MODIFICATION

State(s): Wisconsin

Areas: Wisconsin COUNTIES OF Milwaukee, Ozaukee, Racine, Walworth, Washington, Waukesha

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Wage Determination No.: 94-3003

Revision No.: 6

Division of Wage Determinations | Date of Last Revision: 06/22/2004

State(s): Wisconsin

Areas: Wisconsin COUNTY OF Kenosha

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Wage Determination No.: 94-2587

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 08/19/2004

State(s): Nebraska, Wyoming

Areas: Nebraska COUNTIES OF Banner, Box Butte, Cheyenne, Dawes, Deuel, Garden, Kimball, Morrill, Scotts Bluff, Sheridan, Sioux  
Wyoming Statewide

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Wage Determination No: 96-0223

Revision No.: 17

Division of Wage Determinations | Date of Last Revision: 11/18/2004

Service: 'Hazardous Waste Pickup and Disposal Services (Material/Oil and Related Cleanup)'

Area: 'NATIONWIDE: Applicable in the continental U.S. and Hawaii Regions are defined as follows: MIDWEST REGION: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin; NORTHEAST REGION: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont; SOUTH REGION: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia; WEST REGION: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.'